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17		Counsel for Defendant Eli Lilly and Company
10		
18		DIGENTAGE GOVER
19	UNITED STATES	S DISTRICT COURT
20	NORTHERN DISTR	ICT OF CALIFORNIA
21	SAN FRANCI	ISCO DIVISION
22	NEWE A D. THERE A DEVICE	L G 4 G T 3 Y 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
23	NEKTAR THERAPEUTICS,	CASE NO. 3:23-cv-03943
24	Plaintiff,	JOINT SUBMISSION OF EXHIBIT LISTS
25	VS.	
25		Hon. James Donato Trial Date: October 27, 2025
26	ELI LILLY & CO.,	Location: Courtroom 11
27	Defendant.	
27	Dorondant.	
28		

Case No. 3:23-cv-03943-JD

JOINT SUBMISSION OF EXHIBIT LISTS

1 Pursuant to Paragraph 15 of the Court's Standing Order for Civil Jury Trials, Plaintiff Nektar 2 Therapeutics, Inc. and Defendant Eli Lilly and Company hereby submit (1) a chart summarizing the 3 exhibits that the parties agree are admissible ("Undisputed List") (Exhibit A)¹, and (2) a chart summarizing the exhibits for which admissibility is disputed ("Disputed List") (Exhibit B). 4 5 6 7 8 9 DATED: September 25, 2025 Respectfully submitted, 10 QUINN EMANUEL URQUHART & SULLIVAN, LLP 11 12 s/ Yury Kapgan Yury Kapgan 13 Counsel for Plaintiff Nektar Therapeutics 14 15 DATED: September 25, 2025 Respectfully submitted, 16 KIRKLAND & ELLIS, LLP 17 18 s/Ryan Moorman 19 Ryan J. Moorman, P.C. 20 Counsel for Defendant Eli Lilly and Company 21 22 23 24 25 26 The parties agree that all exhibits on the Undisputed List are admissible, subject to any forthcoming 27 Court order on pending motions in limine that may render them inadmissible. Further, the parties reserve the right to object to specific testimony about the exhibits on the Undisputed List on grounds 28

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Case No. 3:23-cv-03943-JD

separate from admissibility.

JOINT SUBMISSION OF EXHIBIT LISTS

ATTESTATION PURSUANT TO CIVIL L.R. 5-1(I)(3)

I, John ("Mickey") McCauley, am the ECF user whose user ID and password are being used to file this document. I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories.

By /s/ John McCauley
John McCauley

JOINT SUBMISSION OF EXHIBIT LISTS

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EXHIBIT A

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0001	11/20/2000			Article titled The eczema area and severity index (EASI): Assessment of reliability in atopic dermatitis, J. M. Hanifin			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0002	1/1/2001	N/A		Hanifin et al. article		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross-examination of Nektar expert witness.
Trial Exh 0005	9/1/2007			FDA Guidance for Industry, Toxicity Grading Scale for Healthy Adult and Adolescent Volunteers Enrolled in Preventive Vaccine Clinical Trials	Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0016	1/1/2014			Article titled clinical development success rates for investigational drugs	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
Trial Exh 0017	1/1/2014			Article titled clinical development success rates for investigational drugs	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
				Hay et al. (2014) - Clinical Development Success Rates for				Cross-examination of Nektar expert
Trial Exh 0018 Trial Exh 0028	3/1/2016	N/A		Investigational Drugs Taltz FDA Product Labeling	Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Skovronsky	Robbins	Proof of Lilly's liability for breach of contract	witness
Trial Exh 0034	11/21/2016	Nektar0000000880	Nektar00000000881	Email from Jonathan Zalevsky to Lisa Decker re: Re: Introduction to Eli Lilly	Decker; Zalevsky; Kotzin; Robbins		Proof of Lilly's liability for breach of contract; proof of damages caused by Lilly's breaches	
Trial Exh 0035	11/24/2016	Nektar00000785645	Nektar00000785645	Email from Jonathan Zalevsky to Multiple Recipients re: NKTR-358 EC 28Nov2016x	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0037	11/30/2016	Nektar00000292053	Nektar00000292053	Email from Brian Kotzin to Lisa Decker, Jonathan Zalevsky re: Re: Nektar	/ Decker; Zalevsky; Kotzin; Nirula		Proof of Lilly's liability for breach of contract; proof of damages caused by Lilly's breaches	
								Relevant to collaboration partnership and Rezpeg background Cross examination of the named
Trial Exh 0038	11/30/2016	LLY00995723	LLY00995724	Zalevsky BD introductions email		Nirula; Kotzin; Zalevsky		Nektar witness(es).
Trial Exh 0039	12/1/2016	LLY00995721	LLY00995722	Email from Nirula re Nektar		Kotzin; Zalevsky; Nirula		Relevant to collaboration partnership and Rezpeg background Cross examination of named Nektar witness(es)
Trial Exh 0043	1/18/2017	Nektar0000005071	Nektar0000005082	PowerPoint titled NKTR-358 Partnering	Zalevsky; Kotzin; Robin; Ruddock; Robbins	EARLY TONY 1 TH WAR	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof o damages caused by Lilly's breaches	
Trial Exh 0044	1/21/2017	Nektar00000046776	Nektar00000046777	Sasaki email attaching Pre-collaboration NKTR-358 program review		Other Nektar Witness		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0045	1/25/2017	Nektar00000889655	Nektar00000889656	Email from Sasaki re NKTR-358 BOD Materials for 13:30 review		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

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Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 0046	1/26/2017	Nektar00000801470	Nektar00000801471	Email from Tagliaferri re TPPs		Tagliaferri; Zalevsky; Sasaki		develop Rezpeg; cross examination of the named Nektar witness(es).
						J. J.		Relevant to collaboration partnership and Rezpeg background;
Trial Exh 0048	2/3/2017	Nektar00000171631	Nektar00000171637	Email from Griffiths re Nektar		Other Nektar Witness		cross examination of the named Nektar witness(es).
Trial Exh 0050	2/15/2017	LLY00916287	LLY00916291	Non-Binding Business Term Sheet	Kutoloski; Decker		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0052	2/17/2017	Nektar00000657066	Nektar00000657066	Email from Robin re Nektar Update		Robin	Decel of Library Habitian for	of the named Nektar witness(es).
Trial Exh 0055	2/24/2017	LLY00733262	LLY00733263	Email from Andrea Renfro to Heather A Wasserman re: [EXTERNAL] Eli Lilly / Nektar 2/27 On-site Agenda	Decker: Kutoloski		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Thai Exil 0033	2/24/2017	LL100/33202	LL100/33203	[EATERNAL] En Liny / Nextai 2/27 On-site Agenda	Decker, Kutoloski		Proof of Lilly's liability for	
Trial Exh 0058	3/2/2017	LLY00986183	LLY00986191	Email from Heather Wasserman to Thomas F Bumol re: Hummingbird visit update	Kutoloski; Nirula; Robbins		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0062	3/24/2017	LLY02419699	LLY02419762	PowerPoint titled Project Hummingbird	Jonsson; Skovronsky; Nirula; Klekotka; Pfeifer; Evans; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0063	4/7/2017	LLY00963709	LLY00963710	Email thread between L. Decker and D. Kutoloski re Check		Kutoloski; Buthusiem		Relevant to collaboration partnership and Rezpeg background: Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0065	4/13/2017	LLY02329542	LL.Y02329547	Email from David Kutoloski to Heather Wasserman, Michael Czapar re: Hummingbird Terms response	Kutoloski; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Thai Exil 0003	4/13/2017	LL102329342	LL102329347	Michael Czapar re: Humimingoird Terms response	Kutoloski; Nirula		Proof of Lilly's liability for	
Trial Exh 0066	5/10/2017	LLY02355884	LLY02355911	Email from Michael Czapar to Darren John Carroll, Martin Bott, and others re: RE: Project Hummingbird	Kutoloski; Nirula		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0067	5/25/2017	LLY02364293	LLY02364301	Email from David Kutoloski to Lauren Zierke re: RE: Project Hummingbird Info	Kutoloski; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0069	5/26/2017	LLY02458758	LLY02458759	Email from Alma Rosalia Morquecho to David Kutoloski re: RE: Hummingbird -GREEN LIGHT!	Kutoloski; Nirula; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
				Email from Hora re Some interesting information on				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0072	6/7/2017	Nektar00000795121	Nektar00000795122	injection site reaction of other PEG-proteins	1	Buthusiem; Kotzin		of the named Nektar witness(es)

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for breach of contract and the	
				Email from Janice Evans to Chaoyu Xie, Paul Klekotka re:			implied covenant of good	
Trial Exh 0073	6/8/2017	LLY00988767	LLY00988773		Evans; Klekotka		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good faith and fair dealing; proof of	
				Email from Elizabeth Claire Bearby to Daniel Skovronsky,			damages caused by Lilly's	
Trial Exh 0074	6/8/2017	LLY00914173	LLY00914199	Anne E White re: FW: Hummingbird development plan	Skovronsky		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
				Email from Nancy Wilkerson to David Kutoloski, David			faith and fair dealing; proof of damages caused by Lilly's	
Trial Exh 0075	6/8/2017	LLY00988987	LLY00988988	Murray re: RE: *** Hummingbird EC pre-read request ***	Kutoloski; Murray		breaches	
				, , , ,				Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0076	6/10/2017	Nektar00000795093	Nektar00000795094	Email from Labrucherie re Slide of Merlot Development Time		Robin; Ruddock; Zalevsky		develop Rezpeg; cross examination of the named Nektar witness(es).
THAI EAR 00/0	0/10/2017	14CALGI 00000173073	11CK(a) 00000 / 23094	Time		ROOM, RUGUOCK, Zaicvsky	Proof of Lilly's liability for	or the named recetal withess(cs).
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	
Trial Exh 0080	6/23/2017	Nektar00000438451	Nektar00000438457	Email from Lisa Decker to Howard Robin, John Nicholson and others re: Merlot Update	Decker; Robin		damages caused by Lilly's breaches	
Thai Exii 0080	6/23/2017	Nektar00000438431	Nektar00000438437	and others re. Merior Opdate	Decker, Robin		Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	
m: 15 1 0000	c/0.c/00.17	11.1		Email from Lisa Decker to Jonathan Zalevsky re: FW:	D 1 71 1 D 11:		damages caused by Lilly's	
Trial Exh 0083	6/26/2017	Nektar00000002172	Nektar00000002175	Nektar / Janssen discussions	Decker; Zalevsky; Robbins		breaches	
							Proof of Lilly's liability for breach of contract and the	
							implied covenant of good	
Trial Exh 0084	7/1/2017			Taltz FDA Label	Lancaster; Robbins; Mostaghimi		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good faith and fair dealing; proof of	
				Email from Deberah to Darren John Carroll, Thomas			damages caused by Lilly's	
Trial Exh 0085	7/9/2017	LLY00827986	LLY00828009	Bunol, and others re: July 19 Board Meetings	Nirula; Rao; Kutoloski		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Darren John Carroll to Christie Shaw, Jan			implied covenant of good faith and fair dealing; proof of	
				Lundberg, Daniel Skovronsky, and others re: RE:			damages caused by Lilly's	
Trial Exh 0087	7/13/2017	LLY01315739	LLY01315751	Hummingbird Board Draft deck	Skovronsky; Kutoloski; Rao		breaches	
							Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
Trial Exh 0088	7/14/2017	LLY02474873	LLY02474873	Baricitinib - Phase 2 Atopic Dermatitis - CSR Addendum	Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		implied covenant of good faith and fair dealing	
Tim Lan 0000	//17/201/	22.702.77073	22102117013	That 2 Maps Defination - Con Addendaria			Proof of Lilly's liability for	
1							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	
Trial Exh 0089	7/14/2017	LLY02042901	LLY02042916	Email from David Kutoloski to M Johnston Erwin re: Board pre-reads for Project Hummingbird	ł Kutoloski; Skovronsky; Nirula		damages caused by Lilly's breaches	
THAI EAR UU89	//14/201/	LL 1 02042901	LL102042910	pre-reads for 1 roject framminguitu	Eurorosai, Skovionsky, Iviitula		oreactics	
								Rebut and defend against Nektar's
1								claim that Lilly failed to use
								commercially reasonable efforts to
1						Ni1 Cl 1		develop Rezpeg; Cross examination
						Nirula; Skovronsky; Jonsson; Buthusiem; Zalevksy; Decker;		of the named Nektar witness(es); Relevant to License Agreement
Trial Exh 0090	7/17/2017	LLY01362042	LLY01362126	License Agreement – Execution Version		Huckstep; Pfeifer; Ruddock		terms and/or compliance.
					+	17	+	+

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
221101	Dute	Degili Dates	Ziid Dittes	License Agreement between Nektar Therapeutics and Eli	Tental Sponsoring Witness	Pfeifer; Nirula; Skovronsky;	rentar zamore rarpose	Relevant to License Agreement
Trial Exh 0091	7/17/2017	LLY01340224	LLY01340308	Lilly and Company		Jonsson		terms and/or compliance.
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Janice Evans to David Kutoloski re: Regulatory			implied covenant of good	
Trial Exh 0092	7/20/2017	LLY00965877	LLY00965878	suggested edits	Evans; Kutoloski		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from Tagliaferri re 16-358-01 Protocol A3.0 QC				commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0099	9/15/2017	Nektar00000001819	Nektar00000001823	Draft on SharePoint		Zalevsky, Kotzin		of the named Nektar witness(es).
Titul Exti 00>>	J/13/2017	110444100000001017	1104444100000001023	Drint on binner one		Zaio isky, Hotziii	Proof of Lilly's liability for	or the named (vental withess(es)).
				Email from Michelle Louise Burgess to Lance Pfeifer,			breach of contract and the	
				Robert A Ortmann re: IL-2 PEG DRAFT Clinical Plan			implied covenant of good	
Trial Exh 0101	9/29/2017	LLY00741823	LLY00741828	Options aug 28th.pptx	Evans; Pfeifer		faith and fair dealing	
							Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
T : 1 F 1 0102	10/20/2017	LLY02474874	LLY02474874	Baricitinib/Olumiant - Phase 2 Atopic Dermatitis - CSR	Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		implied covenant of good	
Trial Exh 0103	10/20/2017	LLY02474874	LL Y 024 / 48 / 4	Body	Ramseyer; Pfeifer; Robbins		faith and fair dealing	
				Email from Robert A Ortmann to William Barchuk, Shawn			Proof of Lilly's liability for breach of contract and the	
				Jay Berens, and others re: RE: REVIEW REQUESTED			implied covenant of good	
Trial Exh 0115	3/1/2018	LLY00987381	LLY00987420	TODAY_Nektar's response to FDA	Evans, Pfeifer		faith and fair dealing	
				•			Proof of Lilly's liability for	
							breach of contract and the	
					Skovronsky; Robbins; Mostaghimi;		implied covenant of good	
Trial Exh 0117	3/22/2018	LLY02426094	LLY02426110	Commercial Decision	Robbins		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Jeremy Baker to Lance Pfeifer re: RE: IL-2 PEG > Orion March report > PROJECT SUMMARY /			breach of contract and breach of the implied covenant of	1
Trial Exh 0118	3/29/2018	LLY02152177	LLY02152178	EXECUTIVE SUMMARY	Pfeifer		good faith and fair dealing	
11141 2341 0110	3/23/2010	LLI OZIOZIII	LLI 102132170	Zillee II v Zige iii ii i	Tioner		Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof o	f
				Email from Kenneth Custer to Daniel Skovronsky re: RE:			damages caused by Lilly's	
Trial Exh 0120	4/18/2018	LLY00869455	LLY00869512	Updated Portfolio Review Draft	Skovronsky		breaches	
							Proof of Lilly's liability for	
					Murray; Robbins; Mostaghimi; Skovronsky; Nirula; Klekotka; Pfeifer;		breach of contract and the implied covenant of good	
Trial Exh 0122	5/9/2018	LLY02465625	LLY02465652	PowerPoint titled Miri Lead Team - ISR key Talking Points	Ramseyer; Mostaghimi		faith and fair dealing	
THAI EAR 0122	5/5/2010	LL 1 02403023	LL 1 02403032	Tower one duct with Lead Team - lost key Taking Tomes	Rumseyer, Wostagmini		Proof of Lilly's liability for	
							breach of contract and the	
				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Zalevsky; Kotzin; Nirula; Pfeifer;		implied covenant of good	
Trial Exh 0123	5/10/2018	LLY00234536	LLY00234602	Minutes	Klekotka; Schmitz; Huckstep		faith and fair dealing	
	1						Proof of Lilly's liability for	
	1				Nirula; Skovronsky; Jonsson;		breach of contract and the	
T-i-1 E-1 0121	6/22/2018	LLY02474879	LLY02474879	Pariaitinih/Olymiant Phasa 2 Lynus CSP Pa-1-	Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good faith and fair dealing	
Trial Exh 0131	0/22/2018	LL 1 024 /48 / 9	LL1024/48/9	Baricitinib/Olumiant - Phase 2 Lupus - CSR Body	Ramseyer; Pfeifer; Robbins Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for	
	1				Ashrafzadeh; Schmitz; Manner; Murray;		Proof of Lilly's liability for breach of contract and the	
	1				Ramseyer; Pfeifer; Lancaster;		implied covenant of good	
Trial Exh 0136	7/27/2018	LLY02472239	LLY02472259	PowerPoint titled Taltz Review	Mostaghimi; Rao		faith and fair dealing	
	1							Rebut and defend against Nektar's
1	1							claim that Lilly failed to use
	1							commercially reasonable efforts to
								develop Rezpeg; Cross examination
1	1							of the named Nektar witness(es);
Trial Exh 0139	8/9/2018	Nektar00000442373	Nektar00000442374	Email from L. Decker re Lilly		Do; Decker		Relevant to License Agreement terms and/or compliance.
111di EAII 0139	0/2/2010	14CKta100000442373	11CKtar00000442374	Dinan Holli E. Decker to Emy		DO, DUKU	+	Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Mirza email re 358 SAD/MAD Meeting Minutes 14-Aug-				develop Rezpeg; cross examination
Trial Exh 0145	8/21/2018	Nektar00000014599	Nektar00000014601	18		Kotzin		of the named Nektar witness(es).

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Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose Proof of Lilly's liability for	Lilly Exhibit Purpose
							breach of contract and the	
				Email from Lance Pfeifer to Daniel Skovronsky re: IL-2			implied covenant of good	
Trial Exh 0147	8/28/2018	LLY02323437	LLY002323506	PEG update	Skovronsky; Nirula; Pfeifer		faith and fair dealing	
								Relevant to collaboration development decisions to defend
								against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
Trial Exh 0148	8/28/2018	LLY00006313	LLY00006314	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Huckstep; Pfeifer		use commercially reasonable efforts to develop Rezpeg.
THEI EXII 0140	0/20/2010	EE100000313	LE100000514	North Emy Nich 350 See Agenda I mai		iviidia, iidekstep, i ieilei		Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
								claims; Rebut and defend against Nektar's claim that Lilly failed to
								use commercially reasonable efforts
Trial Exh 0149	8/28/2018	LLY00006315	LLY00006318	Nektar-Lilly NKTR-358 JSC Minutes Final		Nirula; Huckstep; Pfeifer		to develop Rezpeg.
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0150	8/28/2018	Nektar00000890176	Nektar00000890181	Email re Nektar allocation of resources		Kotzin; Zalevsky; Krueger		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0151	8/31/2018	Nektar00000806438	Nektar00000806441	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		of the named Nektar witness(es).
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0152	9/1/2018	Nektar00000806433	Nektar00000806437	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
								Debut and defend a minet Nation?
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
m : 1 = 1 0150	0/4/2040	N. 1		To the state of th				develop Rezpeg; Cross examination
Trial Exh 0153	9/4/2018	Nektar00000618804	Nektar00000618824	Email re: Nektar-Lilly Draft JPT Minutes	+	Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0155	9/6/2018	Nektar00000806337	Nektar00000806361	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		develop Rezpeg; Cross examination of the named Nektar witness(es).
THAI EAR UISS	2/0/2010	11CKta100000000033/	1 VCK141 00000000001	Dinan ic. (Vektar-Liny Dian JF 1 Willings		EOZIII, Zaicvsky	1	Rebut and defend against Nektar's
							Proof of Lilly's liability for	claim that Lilly failed to use
				Email from Tamara Do to Jeremy Huckstep re: FW: Final			breach of contract and the	commercially reasonable efforts to
Trial Exh 0156	9/13/2018	Nektar00000466971	Nektar00000466974	Minutes from 28Aug2018 Lilly/Nektar NKTR-358 JSC Meeting	Do; Decker; Zalevsky; Kotzin; Nirula;	Huckstep	implied covenant of good	develop Rezpeg; cross examination of the named Nektar witness(es).
THAI EAR UISO	2/13/2018	11CKta1000004009/1	INCKIALUUUUUU4009/4	meeting	Huckstep; Pfeifer	пископер	faith and fair dealing	Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0157	9/25/2018	Nektar00000059228	Nektar00000059242	SAD/MAD meeting minutes		Kotzin		develop Rezpeg; cross examination of the named Nektar witness(es).
THAT EAR UIS/	2/23/2018	11CKta1000000039228	1NCK181000000039242	STATE Incenting minutes		KOZIII	Proof of Lilly's liability for	or the named ivertal withess(cs).
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
	1			PowerPoint titled Taltz Alternative Formulation -	Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0166	10/18/2018	LLY02464554	LLY02464591	Development Strategy	Ramseyer; Pfeifer; Taylor; Lancaster		faith and fair dealing	
				Email from William Barchuk to Joanne Lancaster, Stacey Masaaki Kaneshiro, Kimberley Jackson, and others re: RE:			Proof of Lilly's liability for breach of contract and the	
				IL-2 PEG Ph1 to Ph2 CT Material Comparability, Finalizing			implied covenant of good	
Trial Exh 0169	11/6/2018	LLY00978523	LLY00978530	Draft CAC Slide Deck	Lancaster; Schmitz; Pfeifer		faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use
				E . T. E II. H. A DEC. (AHVED 250) I I				commercially reasonable efforts to
Trial Exh 0172	11/15/2018	LLY00782389	LLY00782392	Fanton email re Follow-up IL-2 PEG - (NKTR 358) lab discussion		Schmitz; Fanton		develop Rezpeg; Cross examination of the named Nektar witness(es).
				Email from Janice Evans to William Barchuk, Jeannie			Proof of Lilly's liability for breach of contract and the	
				Chow, and others re: FDA feedback on Psoriasis and	Evans; Robbins; Mostaghimi; Schmitz;		implied covenant of good	
Trial Exh 0173	11/26/2018	LLY00744263	LLY00744278	AtDerm Studies	Nirula; Lancaster; Klekotka		faith and fair dealing Proof of Lilly's liability for	
					Kotzin; Zalevsky; Fanton; Jue; Nirula;		breach of contract and the	
Trial Exh 0176	12/4/2018	LLY02261410	LLY02261568	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, December 4, 2018	Pfeifer; Huckstep; Schmitz; Klekotka; Evans		implied covenant of good faith and fair dealing	
							Proof of Lilly's liability for breach of contract and breach	1
T: 1E 1 0177	12/4/2010	11.200200740	11.200200761	D 1 4 2010 ICC - C - C - C	Zalevsky; Kotzin; Huckstep; Nirula;		of the implied covenant of	
Trial Exh 0177	12/4/2018	LLY00209749	LLY00209761	December 4, 2018 JSC meeting minutes	Pfeifer; Robbins; Mostaghimi		good faith and fair dealing	Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract claims; Rebut and defend against
						Nirula; Pfeifer; Huckstep;		Nektar's claim that Lilly failed to use commercially reasonable efforts
Trial Exh 0178	12/4/2018	LLY00003141	LLY00003142	Nektar-Lilly 358 JPT Agenda Final V2.2		Schmitz; Klekotka		to develop Rezpeg.
								Relevant to collaboration development decisions to defend
								against Nektar's breach of contract
								claims; Rebut and defend against Nektar's claim that Lilly failed to
T: 1E 1 0170	12/4/2018	I I VO1100000	LLY01189709	Do Email re LEA Clinical Trials		Huckstep		use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0179	12/4/2018	LLY01189696	LL101189709	Do Emaii re LEA Clinicai Triais		riuckstep		to develop Rezpeg.
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 0181	12/12/2018	Nektar00000804477	Nektar00000804483	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		develop Rezpeg; Cross examination of the named Nektar witness(es).
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0182	12/15/2018	Nektar00000005669	Nektar00000005669	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		develop Rezpeg; Cross examination of the named Nektar witness(es).
								D.1
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 0183	12/15/2018	Nektar00000006365	Nektar00000006365	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 0184	12/16/2018	Nektar00001355912	Nektar00001355921	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
								Relevant to collaboration development decisions to defend
Tai-1 E-1 0100	1/7/2010	I I V02060067	I I V020<022<	Hughston amail attaching 12 5 2019 IDT		Dfoifor Hughster		against Nektar's breach of contract
Trial Exh 0188	1/7/2019	LLY02060067	LLY02060226	Huckstep email attaching 12-5-2018 JPT minutes		Pfeifer; Huckstep	Proof of Lilly's liability for	claims.
				Email from Carsten Schmitz to Philip Barrington re: ISR C	P		breach of contract and the implied covenant of good	
Trial Exh 0198	2/7/2019	LLY00817015	LLY00817015	guidelines - IL-2 conjugate program	Lancaster; Schmitz		faith and fair dealing	

F., N.	D=4=	Dania Batan	End Dates	D	N-1-4 C	T :11 C	Nalstan Fahihit Dam	I ille Eakiki Demons
Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
				E			Proof of Lilly's liability for	
				Email from William Barchuk to Joanne Lancaster, Carsten Schmitz, Janice Evans, and others re: RE: Confirmation			breach of contract and the implied covenant of good	
Trial Exh 0200	2/14/2019	LLY02189839	LLY02189840	needed: Assessing ISRs in IL-2 Conjugate Derm Studies	Evans; Schmitz; Lancaster		faith and fair dealing	
THAI EAH 0200	2/14/2017	EE 102107037	LL102107040	needed. Assessing ISRs in IL-2 Conjugate Derin Studies	Evans, Jenniez, Eancaster			
							Proof of Lilly's liability for breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	-
				Email from Anthony Shemezis to David Murray and other			damages caused by Lilly's	
Trial Exh 0201	2/15/2019	LLY00892219	LLY00892274	re: RE: Please update dashboard and add a few IL-2 slides	Murray		breaches	
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
Trial Exh 0202	2/23/2019	Nektar00000006997	Nektar00000007000	Email from Zalevsky re 4th Indication follow up		Zalvesky; Kotzin		claims
							Proof of Lilly's liability for	
					Do; Sasaki; Zalevsky; Kotzin; Nirula;		breach of contract and the	
				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Pfeifer; Huckstep; Schmitz; Klekotka;		implied covenant of good	
Trial Exh 0212	3/21/2019	LLY00235100	LLY00235104	Minutes, March 21, 2019	Evans; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
	0.04.5	************		M 1 21 2010 IGG (***	Zalevsky; Kotzin; Huckstep; Nirula;		of the implied covenant of	
Trial Exh 0213	3/21/2019	LLY00209651	LLY00209665	March 21, 2019 JSC meeting minutes	Pfeifer; Robbins; Mostaghimi		good faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
T: 15 1 001	2/25/2016	I I V00704064	I I V0070 4001	Email from Jeannie Chao to Paul Klekotka re: RE: ISST	MI I d		implied covenant of good	
Trial Exh 0214	3/25/2019	LLY00794064	LLY00794081	slides	Klekotka		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0219	4/10/2019	Nektar00000835980	Nektar00000835980	Development team minutes		Kotzin; Zalevsky		develop Rezpeg; cross examination of the named Nektar witness(es).
Triai Exti 0219	4/10/2019	Nektar00000833980	INEKIAFUUUUUU85598U	Development team initiates		Kotziii, Zaievsky		of the named Nektai withess(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0221	4/12/2019	Nektar00001345717	Nektar00001345735	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
THAI EXII 0221	4/12/2019	NCKtar00001343717	14CKtai 00001343733	Email 10. 100ktai Emy Bratt 31 1 Windtes		Rotzin, Zaicvsky		of the named (vextar withess(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0222	4/16/2019	Nektar00000470816	Nektar00000470834	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
				, y		,		
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0223	4/17/2019	Nektar00000627763	Nektar00000627764	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin		of the named Nektar witness(es).
				-				
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0225	4/18/2019	Nektar00001356075	Nektar00001356076	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from William Barchuk to David Manner, Carsten			breach of contract and the	
				Schmitz, Joanne Lancaster, and others re: RE: Lilly			implied covenant of good	
Trial Exh 0232	5/14/2019	LLY00997110	LLY00997116	KFAC/KFAD eCRF: PASI formula	Manner; Schmitz; Lancaster		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Joanne Lancaster to David Manner, Carsten			breach of contract and the	
				Schmitz, and others re: RE: Lilly KFAC/KFAD eCRF:			implied covenant of good	
Trial Exh 0233	5/14/2019	LLY00996402	LLY00996402	PASI formula	Manner; Schmitz; Lancaster		faith and fair dealing	
							Proof of Lilly's liability for	
	1	1		Email from Michelle Louise Burgess to David Manner,			breach of contract and the	1
				Email from Michelle Louise Burgess to David Manner,			oreach of contract and the	
			LLY00879763	William Barchuk, and others re: RE: sPGA scale for NKTR	_		implied covenant of good	

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Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose Proof of Lilly's liability for	Lilly Exhibit Purpose
				Email from David Manner to Anastasia Ilynichna Alexeeva			breach of contract and the	
				re: FW: KFAD and KFAC - IL-2 Conjugate Interim			implied covenant of good	
Trial Exh 0238	5/30/2019	LLY00728949	LLY00728958	Deliverables	Manner		faith and fair dealing	
								Relevant to collaboration
								development decisions to defend against Nektar's breach of contract
							Proof of Lilly's liability for	claims; Rebut and defend against
							breach of contract and the	Nektar's claim that Lilly failed to
Trial Exh 0239	6/5/2019	LLY00220941	LLY00220944	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes	Ali; Zalevsky; Kotzin; Nirula; Pfeifer;	Zalevsky; Kotzin; Nirula	implied covenant of good faith and fair dealing	use commercially reasonable efforts to develop Rezpeg.
Thai Exh 0239	0/3/2019	LL 1 00220941	LL 1 00220944	Minutes	Huckstep	Zaievsky; Kotzin; Niruta	raith and rair dearing	Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
T: 1E 1 0240	6/6/2010	N.1. 00001200160	N. 1. 00001200172	Email from J. Thomsen re NKTR-358 PPT		Zalevsky		develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0240	6/6/2019	Nektar00001380169	Nektar00001380173	Email from J. Thomsen re NKTR-338 PPT		Zaievsky		Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0243	6/20/2019	Nektar00000833131	Nektar00000833284	Fanton email re Updated final draft NKTR-358 PsO and ATD protocols from Lilly		W		develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0243	6/20/2019	Nektar00000833131	Nektar00000833284	A1D protocols from Lilly		Kotzin; Zalevsky		Relevant to collaboration
								development decisions to defend
				Email from Kotzin re For Team/Sr. Management review by				against Nektar's breach of contract
T: 1E 1 0244	c/21/2010	N. I. 00000527052	N. 1. 00000.020105	this Fri 21 June: Updated final draft NKTR-358 PsO and		T		claims; Cross examination of the
Trial Exh 0244	6/21/2019	Nektar00000627952	Nektar00000628105	ATD protocols from Lilly		Kotzin	Proof of Lilly's liability for	named Nektar witness(es)
				Email from Joanne Foster to Multiple Recipients re: FW:			breach of contract and the	
				LY3471851 (IL-2) KFAC and KFAD protocols are			implied covenant of good	
Trial Exh 0253	7/17/2019	LLY02290043	LLY02290203	approved and in Leo Storage	Lancaster; Mostaghimi		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Kotzin; Carsten Schimitz; Huckstep;		implied covenant of good	
Trial Exh 0254	7/21/2019	LLY00003877	LLY00003881	Minutes, July 21, 2019	Nirula; Pfeifer; Zalevsky; Rao		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and breach	
					Zalevsky; Kotzin; Huckstep; Nirula;		of the implied covenant of	
Trial Exh 0258	7/31/2019	LLY00006396	LLY00006411	July 31, 2019 JSC meeting minutes	Pfeifer; Robbins; Mostaghimi		good faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; Relevant to Lilly's
								efforts, expertise, and resources to
								develop Rezpeg or other relevant drugs relevant under the License
Trial Exh 0260	8/1/2019	ICONNektarSubp0000208	ICONNektarSubp00000	PRA and Lilly Operational Plan		Manner		Agreement standard.
				2 · K · · · · · · · · · · · · · · · · ·				
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 0262	8/2/2019	Nektar00000096877	Nektar00000096878	Email from J. Zalevsky re Q4W dose arm		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0263	8/7/2019	Nektar00000832659	Nektar00000832661	Email from T. Do re Outcome of Lilly's RDSC Meeting		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0265	0/10/2010	Nektar00000832086	Nektar00000832104	Envilor Nober Lilly Deck INC.		V-t-i-		develop Rezpeg; Cross examination
THAI EXN U200	8/19/2019	inektaruuuuu832086	rektar00000832104	Email re: Nektar-Lilly Draft JPT Minutes	1	Kotzin	1	of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
EA. NO.	Date	begin bates	End Dates	Description	Nektai Sponsoring witness	Lilly Sponsoring Witness	rektar exilibit rurpose	Liny Exhibit Purpose
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examinatio
Trial Exh 0266	8/21/2019	Nektar00000628354	Nektar00000628354	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		of the named Nektar witness(es).
-								
							Proof of Lilly's liability for	
							breach of contract and breach	
				Email from Tamara Do to Multiple Recipients re: NKTR-			of the implied covenant of	
Trial Exh 0267	8/21/2019	Nektar00000469867	Nektar00000469868	358 Nektar Team Celebration	Robbins		good faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0269	8/23/2019	Nektar00000622093	Nektar00000622095	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin		develop Rezpeg; Cross examinatio of the named Nektar witness(es).
11101 EAH UZU7	3/23/2017	1 TOKTAI 000000022073	11CKtar00000022093	Email 10. Nortal-Emy Draft JSC Williams		KOZIII		
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
				Email chain from T. Do re Lilly/Nektar NKTR-358				develop Rezpeg; cross examination
Trial Exh 0271	8/27/2019	Nektar00001380029	Nektar00001380035	Alliance: 2-Year Anniversary		Kotzin; Zalevsky		of the named Nektar witness(es).
				, and the second				Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from Zalevsky re NKTR-358 - FDA Briefing				commercially reasonable efforts to
				Document, Pls Indicate Any Comments by Mon 09 Sep				develop Rezpeg; cross examination
Trial Exh 0274	9/9/2019	Nektar00000158240	Nektar00000158241	2019		Zalevsky; Kotzin		of the named Nektar witness(es).
							Proof of Lilly's liability for	
					A. 1. 6. 1.1. W. 1. 7. 1. 7. 1. 7. 1.		breach of contract and the	
Trial Exh 0278	9/19/2019	LLY02279858	LLY02270118	End of Phase 1 Briefing Package	Ashrafzadeh; Kotzin; Zalevsky; Pfeifer; Klekotka; Robbins		implied covenant of good faith and fair dealing	
11101 EAII UZ/8	2/12/2019	LL 1044 / 7038	LL1022/0118	End of Flase 1 Diffing 1 decage	Kickotka, Kooonis			
							Proof of Lilly's liability for breach of contract and breach	
							of the implied covenant of	
							good faith and fair dealing;	
				Email from Kenneth Custer to Dan Skovronsky re: RE:			proof of damages for Lilly's	
Trial Exh 0280	9/22/2019	LLY02303904	LLY02303905	Copy of Portfolio Review Value Exercise ds.xlsx	Skovronsky		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	
m: 15 1 000:	0.00000			Email from Ken Custer to Dan Skovronsky re: Current			damages caused by Lilly's	
Trial Exh 0281	9/26/2019	LLY00884455	LLY00884536	Portfolio Review Draft	Skovronsky		breaches	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
Trial Exh 0283	10/15/2019	LLY00225275	LLY00225299	Regulatory Response: IND 143086 Study May Proceed	Evans; Mostaghimi		faith and fair dealing	
111dl EAII 0203	10/13/2019	LL 1 00223213	LL 1 00223277	Regulatory Response. IND 145000 Study May Floceed	Lvans, 1410stagiiiiii		Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
					Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0284	10/24/2019	LLY02474878	LLY02474878	Olumiant - Phase 2 Atopic Dermatitis - CSR Addendum	Ramseyer; Pfeifer; Robbins		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 0286	10/31/2019	Nektar00000830401	Nektar00000830404	Do email re reminder to complete VOA survey		Kotzin; Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
m: 15 1 000-				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Fanton; Zalevsky; Kotzin; Nirula; Pfeifer	;	implied covenant of good	
Trial Exh 0289	11/5/2019	LLY00235387	LLY00235553	Minutes	Huckstep; Klekotka		faith and fair dealing	
					Zalevsky; Kotzin; Do; Fanton; Nirula;		Proof of Lilly's liability for	1

NKTR-358 Joint Product Team Meeting Minutes

Trial Exh 0290 11/5/2019

LLY00004415

LLY00004419

Klekotka; Pfeifer; Ashrafzadeh;

Huckstep; Klekotka; Robbins

Lancaster; Schmitz; Manner; Murray;

breach of contract and the

implied covenant of good

faith and fair dealing

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
					- Spanning (Marco)	j »passanig (, imess	Proof of Lilly's liability for	у данных и дарых
							breach of contract and breach	
					Zalevsky; Kotzin; Huckstep; Nirula;		of the implied covenant of	
Trial Exh 0291	11/5/2019	LLY02254167	LLY02254183	November 5, 2019 JSC meeting minutes	Pfeifer; Robbins; Mostaghimi		good faith and fair dealing	
								Relevant to collaboration
								development decisions to defend
				E 16 K (E D : NIZED 250 D) 2 C) E				against Nektar's breach of contract
Trial Exh 0292	11/14/2019	Nektar00000623391	Nektar00000623491	Email from Kotzin re For Review: NKTR-358 Phase 2 SLE protocol from Lilly		Kotzin		claims; Cross examination of the named Nektar witness(es)
Thai Exil 0272	11/14/2019	11CKtd100000023371	1 (CRIM 000000254)1	protocor from Emy		KOLEHI		Relevant to collaboration
								partnership and Rezpeg background
								cross examination of the named
Trial Exh 0296	12/6/2019	Nektar00000175315	Nektar00000175316	Do email attaching draft Voice of the Alliance Survey		Huckstep		Nektar witness(es).
							Proof of Lilly's liability for	
				Esseil from Direct Date Lt. Courter Schooling and account			breach of contract and the	
Trial Exh 0299	12/19/2019	LLY00682703	LLY00683045	Email from Dipak Patel to Carsten Schmitz re: crash course on CD200R agonist	Schmitz; Robbins; Mostaghimi		implied covenant of good faith and fair dealing	
Thai Exil 02))	12/17/2017	LE100002703	LL100003043	on CD200K agonist	Schnitz, Robbins, Wostagnini		Proof of Lilly's liability for	
							breach of contract and the	
				Press Release: Lilly Announces Agreement to Acquire			implied covenant of good	
Trial Exh 0303	1/10/2020			Dermira, January 10, 2020	Kotzin		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
T: 1E 1 0204	1/10/2020			Press release titled Lilly Announces Agreement to Acquire	Jonsson; Skovronsky; Nirula; Klekotka;		implied covenant of good	
Trial Exh 0304	1/10/2020			Dermira	Pfeifer; Ramseyer		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
				Email from Lance Pfeifer to Ajay Nirula, Henry Bryant, and			faith and fair dealing; proof of	-
				others re: Slides from Fall 2019 SAPR and S&T			damages caused by Lilly's	
Trial Exh 0307	1/27/2020	LLY00760527	LLY00760583	Presentations	Pfeifer; Nirula; Klekotka; Schmitz		breaches	
							Proof of Lilly's liability for	
				Email from Jenny Raymer to Lance Pfeifer and G Stuart			breach of contract and the	
Trial Exh 0308	1/28/2020	LLY02319238	LLY02319238	Gregory re: RE: IL-2 Conjugate change to FL question for Spring Portfolio Review	Pfeifer		implied covenant of good faith and fair dealing	
THAI EXII 0308	1/26/2020	LL102319236	LL102319236	Spring Fortiono Review	i iciici		ratti and ran deaning	Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from Ferguson re NKTR-358 slides for EC meeting				develop Rezpeg; cross examination
Trial Exh 0311	2/20/2020	Nektar00000176464	Nektar00000176465	20Feb		Zalevsky; Kotzin		of the named Nektar witness(es).
								Relevant to jury's understanding of
								Rezpeg's clinical development;
				A Randomized, Double-Blind, Placebo-Controlled, Phase 2				Rebut and defend against Nektar's claim that Lilly failed to use
				Study of LY3471851 (NKTR-358) in Adults with Systemic				commercially reasonable efforts to
Trial Exh 0313	2/25/2020	LLY01278304	LLY01278411	Lupus Erythematosus		Ashrafzadeh; Klekotka;		develop Rezpeg.
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				E 26 MB1: NI 42 L L C A				commercially reasonable efforts to
Trial Exh 0314	2/26/2020	Nektar00000057495	Nektar00000057496	Email from M. Robin re Nektar/Lilly: Introduction to New Alliance Manager and Program Manager		Ali; Huckstep; Pfeifer		develop Rezpeg; Cross examination of the named Nektar witness(es)
Thai Exil 0314	2/20/2020	NCKtai 00000037433	14CK12II 00000037490	Amance Wanager and Frogram Wanager		All, Huckstep, Heller		of the named (vextar withess(es)
								Relevant to Lilly's efforts, expertise
								and resources to develop Rezpeg or
							Proof of Lilly's liability for	other relevant drugs relevant under
							breach of contract and the	the License Agreement standard;
				Email from Nana Tominaga to Dipak Patel and David			implied covenant of good	relevant to jury understanding of
				Murray re: CXCR1/2 NILEX exercise attaching Framework			faith and fair dealing; proof of	
Trial Exh 0315	2/27/2020	LLY02093754	LLY02093784	for establishing commercialization strategy for early phase Immunology assets slides	David Murray; Mohan Rao	Murray	damages caused by Lilly's breaches	strategy, a key issue relevant to parties' claims and defenses.
THAI EAH USTS	2,2112020	LL 1 U2U73 / 34	LL102073704	minunology assets sinces	David Muliay, Molian Rao	iviairay	Proof of Lilly's liability for	parties claims and derenses.
							breach of contract and the	
				NKTR-358 - Alliance Joint Steering Commitee (JSC)			implied covenant of good	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
				•	-I		Proof of Lilly's liability for	Relevant to collaboration
							breach of contract and the	development decisions to defend
m: 15 1 0005	2/15/2020		* * *****	NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Sasaki; Zalevsky; Kotzin; Nirula; Pfeifer;			against Nektar's breach of contract
Trial Exh 0327	3/16/2020	LLY02262372	LLY02262376	Minutes	Huckstep	Klekotka	faith and fair dealing	claims.
								Relevant to collaboration
								development decisions to defend against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
								use commercially reasonable efforts
Trial Exh 0328	3/16/2020	LLY00006530	LLY00006531	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Huckstep; Pfeifer		to develop Rezpeg.
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
				Email from Kenneth Custer to Dan Skovronsky re: RE: For			faith and fair dealing; proof of damages caused by Lilly's	
Trial Exh 0337	3/24/2020	LLY00802418	LLY00802468	Review: External Innovation Slides	Skovronsky		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	•
T : 1 F 1 0220	2/27/2020	I I X/007 (1072	1.1.3/007/2021	Email from Lance Pfeifer to Ajay Nirula re: FW: Portfolio	De le Nr. 1		damages caused by Lilly's	
Trial Exh 0339	3/27/2020	LLY00761973	LLY00762021	review slides	Pfeifer; Nirula		breaches	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0340	3/30/2020	Nektar00000846742	Nektar00000846780	Email re: Nektar-Lilly Draft JPT and JSC Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0341	3/31/2020	Nektar00000846730	Nektar00000846737	Email re: Nektar-Lilly Draft JPT and JSC Minutes		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
				Email from B. Kotzin re NKTR-358 Ph2 SLE - Copy of the				develop Rezpeg; Cross examination
Trial Exh 0344	4/3/2020	Nektar00000631340	Nektar00000631448	Lilly Protocol?		Kotzin; Ali		of the named Nektar witness(es)
							Proof of Lilly's liability for	
				Email from Monique Schatzman to Carsten Schmitz,			breach of contract and the	
T-i-1 E-1 0256	£/12/2020	LLY00998564	LLY00998566	Joanne Foster and others re: [EXTERNAL] KFAC/KFAD	S-bit Mtbii		implied covenant of good	
Trial Exh 0356	5/12/2020	LL 1 00770J04	LL 1 00778300	Question Regarding ISR Assessment	Schmitz; Mostaghimi		faith and fair dealing Proof of Lilly's liability for	
	1						breach of contract and the	
	1			Email from David Murray to Lance Pfeifer and Mitchell			implied covenant of good	
Trial Exh 0361	5/21/2020	LLY02087928	LLY02087934	Stayer re: RE: IL-2 Board of Directors Prep Meeting	Jonsson; Pfeifer; Murray		faith and fair dealing	
							Proof of Lilly's liability for	
	1			Email from Lanca Diaifar to Time-the Commet Air No.			breach of contract and the	
Trial Exh 0362	6/1/2020	LLY02068002	LLY02068087	Email from Lance Pfeifer to Timothy Garnett, Ajay Nirula, and others re:IL-2 Conjugate: Nektar Contract	Jonsson; Pfeifer; Nirula; Skovronsky		implied covenant of good faith and fair dealing	
THAI EAH 0302	0/1/2020	LL 1 02000002	LL 1 02000007	and outers to the 2 Conjugate. Frontail Contract	Johnson, Frence, Friedlin, DROYTOllsky		Proof of Lilly's liability for	
	1						breach of contract and the	
	1			Email from Lance Pfeifer to Timothy Garnett, Ajay Nirula,	Pfeifer; Nirula; Jonsson; Ashrafzadeh;		implied covenant of good	
Trial Exh 0363	6/1/2020	LLY00118067	LLY00118072	and others re: IL-2 Conjugate BoD Kickoff: Wed June 3rd	Klekotka		faith and fair dealing	
	1						Proof of Lilly's liability for	
	1				Jonsson; Pfeifer; Nirula; Skovronsky;		breach of contract and the	
Trial Exh 0366	6/3/2020	LLY00001083	LLY00001085	IL-2 Conjugate BOD Meeting Minutes, June 3, 2020	Huckstep; Schmitz; Klekotka; Murray; Rao		implied covenant of good faith and fair dealing	
THAI EAH USOO	0/3/2020	LL 1 00001083	LL 1 00001083	112 Conjugate BOD Meeting Minutes, June 3, 2020	Kau		Proof of Lilly's liability for	Relevant to collaboration
	1						breach of contract and the	development decisions to defend
	1			NKTR-358 Alliance - Joint Steering Committee (JSC)	Franke; Zalevsky; Kotzin; Ali; Nirula;		implied covenant of good	against Nektar's breach of contract
	6/19/2020	LLY01349829	LLY01349831	Meeting Minutes, June 19, 2020	Huckstep; Pfeifer	Zalevsky; Kotzin; Nirula	faith and fair dealing	claims.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
EX. NO.	Date	Degiii Dates	Enu Dates	Description	Nektai Sponsoring Witness	Liny Sponsoring Witness	Nektai Exmon rui pose	Liny Exhibit Ful pose
							Proof of Lilly's liability for	
					Zalevsky; Kotzin; Pfeifer; Huckstep;		breach of contract and breach	
					Klekotka; Manner; Ashrafzadeh; Nirula;		of the implied covenant of	
Trial Exh 0377	6/19/2020	LLY00235639	LLY00235718	June 19, 2020 JPT meeting minutes	Robbins; Mostaghimi		good faith and fair dealing	
								Relevant to collaboration
								development decisions to defend against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
						Nirula; Huckstep; Pfeifer;		use commercially reasonable efforts
Trial Exh 0378	6/19/2020	LLY00006525	LLY00006527	Nektar-Lilly NKTR-358 JSC Minutes Final		Ashrafzadeh		to develop Rezpeg.
								Relevant to collaboration
								development decisions to defend against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
								use commercially reasonable efforts
Trial Exh 0379	6/19/2020	LLY00006528	LLY00006529	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Huckstep; Pfeifer		to develop Rezpeg.
							Proof of Lilly's liability for	
					Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner;		breach of contract and the implied covenant of good	
Trial Exh 0385	7/14/2020	LLY00001081	LLY00001082	IL-2 Conjugate BOD meeting minutes	Murray; Huckstep; Klekotka; Rao		faith and fair dealing	
21111 23M1 0303					Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for	
					Ashrafzadeh; Schmitz; Manner; Murray;		breach of contract and the	
					Ramseyer; Pfeifer; Lancaster;		implied covenant of good	
Trial Exh 0388	7/17/2020	LLY02472398	LLY02472456	PowerPoint titled Taltz PEC Deep Dive	Mostaghimi; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from John Kwon to Stephen Boesing, Deborah			breach of contract and the implied covenant of good	
Trial Exh 0397	7/29/2020	LLY00490508	LLY00490508	Frisby, and others re: ISR plan for KFAH	Klekotka; Manner; Ashrafzadeh		faith and fair dealing	
				-			Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 0399	8/1/2020	LLY01195627	LLY01195752	Rezpeg Phase 1 MAD Clinical Study Report	Zalevsky; Robbins; Mostaghimi; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
Trial Exh 0401	8/6/2020	LLY01363574	LLY01363605	KFAC Statistical Analysis Plan	ICON (Rylance); Manner; Zou		faith and fair dealing	
				·				Rebut and defend against Nektar's
								claim that Lilly failed to use
				TO THE STATE OF TH				commercially reasonable efforts to
Trial Exh 0403	8/13/2020	Nektar00000841940	Nektar00000841943	Email from C. Ali re NKTR-358 Strategy Team meeting minutes - 13AUG20		Kotzin		develop Rezpeg; cross examination of the named Nektar witness(es).
711th 25th 0 105	0/13/2020	110111111111111111111111111111111111111	11000000011913	13110020		TOUR .	Proof of Lilly's liability for	of the named (textal withess(es).
							breach of contract and the	
							implied covenant of good	
Trial Exh 0404	8/14/2020	LLY00819597	LLY00819666	Investigator's Brochure for Baricitinib (Olumiant)	Robbins; Mostaghimi		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
Trial Exh 0405	8/19/2020	LLY01196483	LLY01196590	Rezpeg Phase 2 Lupus Protocol J1P-MC-KFAJ	Zalevsky; Robbins; Mostaghimi		faith and fair dealing	
				A 11111			Proof of Lilly's liability for	
							breach of contract and the	
	0.4.705			Email from Cailin Sibley to Brian Kotzin, Ali Ashrafzadeh,	A 1 6 11 W 4		implied covenant of good	
Trial Exh 0407	9/1/2020	LLY00818466	LLY00818466	and Matthew Linnik re: IL-2 conj SLE CSFs	Ashrafzadeh; Kotzin		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
							implied covenant of good	
					Nirula; Huckstep; Klekotka; Ramseyer;		faith and fair dealing; proof of	f
					Pfeifer; Taylor; Schmitz; Manner;		damages caused by Lilly's	
Trial Exh 0409	9/11/2020	LLY00104733	LLY00104754	IL-2 Conjugate Asset Strategy	Murray; Rao		breaches	
								Rebut and defend against Nektar's
				Empil from C. Ali as NIVTD0259 Stanton T.				claim that Lilly failed to use
1	1			Email from C. Ali re NKTR0358 Strategy Team meeting - 10SEP20 DRAFT minutes - REQUEST FEEDBACK by				commercially reasonable efforts to develop Rezpeg; cross examination

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
	2	- Jan Dures	Zana Zanto		oponioring muico	Joponoving Witness	Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
				Email from Soomin Park to Dan Skovronsky, Elizabeth			faith and fair dealing; proof of	
				Claire Bearby, and others re: For your review: Portfolio			damages caused by Lilly's	
Trial Exh 0411	9/12/2020	LLY00818045	LLY00818090	Review slides	Skovronsky; Rao		breaches	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
Trial Exh 0414	9/15/2020	LLY02309555	LLY02309557	Email from Heng Zou to David Manner re: Re: Projects	Zou; Manner		faith and fair dealing	
THAI EAR OTH)/13/2020	EE102307333	EE102307337	Email from Heng Zou to David Manner Te. Re. 110Jeets	Zou, Manner		Proof of Lilly's liability for	
					Nirula; Klekotka; Pfeifer; Ashrafzadeh;		breach of contract and the	
				PowerPoint titled KFAI Japan FHD Study Update and ISR	Lancaster; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0421	9/29/2020	LLY00004865	LLY00004877	Update	Huckstep; Klekotka; Mostaghimi		faith and fair dealing	
							Proof of Lilly's liability for	
					Ali; Kotzin; Zalevsky; Fanton; Pfeifer;		breach of contract and the	
				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Huckstep; Ali Ashrafzadey; Klekotka;		implied covenant of good	
Trial Exh 0426	10/2/2020	LLY00004884	LLY00004888	Minutes, October 2, 2020	Schmitz; Manner; Murray		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
					Zalevsky; Ruddock; Kotzin; Sasaki;		implied covenant of good	
					Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray;		faith and fair dealing; proof of damages caused by Lilly's	
Trial Exh 0427	10/2/2020	Nektar00000893683	Nektar00000893687	NKTR-358 Alliance Joint Product Team Minutes	Ramseyer; Pfeifer; Robbins; Rao		breaches	
11141 2341 0 127	10/2/2020	1 (CREAT 000000) 2003	Tiental 00000055007	THE SOUTHWINE FORETTOWN TOWN THE	rumseyer, rener, resemb, rus		breaches	
							Proof of Lilly's liability for	
							breach of contract and breach	
					Zalevsky; Kotzin; Nirula; Robbins;		of the implied covenant of	
Trial Exh 0428	10/2/2020	LLY00006557	LLY00006579	October 2, 2020 JSC meeting minutes and Presentation	Mostaghimi		good faith and fair dealing	
							Proof of Lilly's liability for	
					Zalevsky; Kotzin; Nirula; Ramseyer;		breach of contract and the	
T: 15 1 0 101	10/12/2020			GE : 10 I B I G II B I G I F I I I I I I I I I I I I I I I I	Schmitz; Pfeifer; Klekotka; Manner;		implied covenant of good	
Trial Exh 0431	10/13/2020	LLY01202651	LLY01202799	Clinical Study Report for J1P-MC-KFAI	Murray; Mostaghimi; Robbins; Rao		faith and fair dealing	
					D 11: D6:6 61 1 27: 1		Proof of Lilly's liability for	
					Robbins; Pfeifer; Skovronsky; Nirula; Ashrafzadeh; Schmitz; Huckstep;		breach of contract and the implied covenant of good	
Trial Exh 0434	10/20/2020	LLY00118575	LLY00118577	IL-2 Conjugate BOD Meeting Minutes, October 20, 2020	Manner; Klekotka; Robbins		faith and fair dealing	
That Dan 0131	10,20,2020	LL100110373	EET COTTOS ()	12 2 conjugate Bob Meeting Minutes, October 20, 2020	Triamer, Thereday, Tobbins		Proof of Lilly's liability for	
				Email from Jeremy Huckstep to Ali Ashrafzadeh, Jeannie			breach of contract and the	
				Chao, and others re: RE: IL-2 PEG BOD Draft Meeting			implied covenant of good	
Trial Exh 0437	10/28/2020	LLY00118573	LLY00118577	Minutes - 2020-10-20_draft	Huckstep; Pfeifer; Huckstep		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
T: 1E 1 0445	12/2/2020	LLY00804787	I I 370000 4700	C. I HENCKEAGA	3.6		of the implied covenant of	
Trial Exh 0445	12/3/2020	LL100804787	LLY00804788	Study J1P-MC_KFAC, Assessment Committee Meeting #1	Manner		good faith and fair dealing	
				Email from Lance A. Pfeifer to DeLuca-Flaherty, Cammy			Proof of Lilly's liability for	
				re: Can you take a quick phone call? I have an update on			breach of contract and breach	
				the Psoriasis			of the implied covenant of	
Trial Exh 0448	12/11/2020	LLY00939796	LLY00939796	interim analysis. eom.	Robbins		good faith and fair dealing	
							- J	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Relevant to
								collaboration development decisions
								to defend against Nektar's breach of
Trial Exh 0449	12/17/2020	Nektar00000630823	Nektar00000630825	Email from Tagliaferri re Comp Letter		Kotzin		contract claims; cross examination of the named Nektar witness(es).
111ai EXN 0449	12/1//2020	1NCK12FUUUUUU03U823	Nektar00000630825			KOZIII		of the named inertal withess(es).
				Yamaguchi et al. (2021) - Approval Success Rates of Drug Candidates Based on Target, Action, Modality, Application,				Cross-examination of Nektar expert
Trial Exh 0450	1/1/2021	N/A		and Their Contributions	'	Robbins		witness
							Proof of Lilly's liability for	
					Ali; Franke; Bushell; Zalevsky; Kotzin;		breach of contract and the	
				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Fanton; Nirula; Pfeifer; Huckstep;		implied covenant of good	
Trial Exh 0462	1/22/2021	LLY00005203	LLY00005277	Minutes, January 22, 2021	Ashrafzadeh; Schmitz; Manner; Murray		faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0463	1/22/2021	LLY02254235	LLY02254245	January 22, 2021 JSC meeting minutes and Presentation	Zalevsky; Kotzin; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0464	1/22/2021	LLY00005064	LLY00005065	0_JPT Meeting Agenda		Nirula; Pfeifer; Huckstep; Ashrafzadeh; Schmitz; Manner; Murray		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0465	1/22/2021	LLY00006597	LLY00006598	Nektar-Lilly NKTR-358 JSC Agenda		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0466	1/22/2021	Nektar00000174050	Nektar00000174051	Email from C. DeLuca-Flaherty re Nektar Weekly AM/PM Telcon		Bushell: Pfeifer: Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0467	1/25/2021	LLY00177202	LLY00177238	Email from Heng Zou to Kimberley Jackson re: KFAD SAF	Zou; Mostaghimi; Robbins; Rao	James, Tener, Tim	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	or the minet reason with the second
				Email from Lance Pfeifer to Ilya Yuffa, Ali Ashrafzadeh,			Proof of Lilly's liability for breach of contract and the implied covenant of good	
Trial Exh 0472	2/3/2021	LLY00121952	LLY00121976	and others re: Materials for Friday Feb 5th IL-2 Deep Dive	Pfeifer; Ashrafzadeh; Nirula; Murray		faith and fair dealing	
Trial Exh 0477	2/21/2021	LLY00001371	LLY00001373	IL-2 Conjugate BOD meeting minutes	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0478	2/22/2021	LLY00129439	LLY00129816	Email from Ali Ashrafzadeh to Himanshu Patel re: IL-2 and KFAJ documents 1			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 0480 Trial Exh 0481	2/25/2021	Nektar00000706740	Nektar00000706743	Email from Bushell re NKTR Q4 2020 Earnings Call Email from Gisela Volkers to Joanne Foster, Heng Zou and others re: [EXTERNAL] KFAD IA#1 ADAM and SDTM dataset delivery	Zou; Manner; Robbins; Rao	Ruddock	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	develop Rezpeg.
Trial Exh 0487	3/17/2021	LLY00138999	LLY00139150	Email from Lance Pfeifer to Timothy Garnett, Catherine Ann Cassidy, and others re: IL-2 Conjugate BoD Materials: Friday, March 19th	Skovronsky; Pfeifer; Nirula; Ali Ashrafzadey; Klekotka; Murray; Manner; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0488	3/17/2021	LLY00001054	LLY00001080	PowerPoint titled IL-2 Conjugate: Board of Directors Meeting	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0489	3/19/2021	LLY00213525	LLY00213555	IL-2 Conjugate BOD meeting minutes, March 19, 2021	Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0490	3/19/2021	LLY00001086	LLY00001089	IL-2 Conjugate BOD meeting minutes	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
230 1101	3/19/2021	LLY00001054	LLY00001080	IL-2 Conjugate: Board of Directors Meeting, March 19,	Pfeifer; Schmitz; Klekotka; Ashrafzadeh;		Proof of Lilly's liability for	Zmy Zmior i urpose
	3/17/2021	22100001031	22100001000	2021	Robbins; Mostaghimi		breach of contract and breach	
				2021	Robbins, Wostaginini		of the implied covenant of	
							good faith and fair dealing	
Trial Exh 0491							good faith and fail dealing	
Trial Exti 0491							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Ali Ashrafzadeh to Brian Kotzin ;Cherie Ali re:	Ali; Kotzin; Ashrafzadeh; Mostaghimi;		implied covenant of good	
Trial Exh 0493	3/23/2021	LLY00766713	LLY00766734	KFAL PK/ISR study	Robbins		faith and fair dealing	
1 Hai Exti 0493	3/23/2021	LL100/00/13	LL100/00/34	KFAL PK/ISK study	RODDINS			
							Proof of Lilly's liability for	
							breach of contract and the	
				NKTR-358 -Alliance Joint Steering Committee (JSC)			implied covenant of good	
Trial Exh 0499	4/2/2021	LLY00221002	LLY00221020	Meeting Minutes, April 2, 2021	Ali; Zalevsky; Kotzin; Nirula; Pfeifer		faith and fair dealing	
							Proof of Lilly's liability for	
					Ashrafzadeh; Kotzin; Zalevsky; Pfeifer;		breach of contract and the	
				NKTR-358 -Alliance Joint Product Team (JPT) Meeting	Klekotka; Schmitz; Nirula; Murray; Ali;		implied covenant of good	
Trial Exh 0500	4/2/2021	LLY02257270	LLY02257341	Minutes, April 2, 2021	Bushell		faith and fair dealing	
THUI EMI 0500	17272021	22102207270	22102237311	17111atco, 11p11 2, 2021	Dustici		-	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
					Nirula; Huckstep; Klekotka; Ramseyer;		faith and fair dealing; proof of	
				PowerPoint titled IL-2 Conjugate Atopic Dermatitis Asset	Pfeifer; Taylor; Schmitz; Manner;		damages caused by Lilly's	
Trial Exh 0501	4/2/2021	LLY00102375	LLY00102364	Profile For Phase 2b Trial Design	Murray; Rao		breaches	
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
								use commercially reasonable efforts
								to develop Rezpeg; Cross
						Ashrafzadeh; Schmitz; Murray;		examination of the named Nektar
Trial Exh 0502	4/2/2021	LLY00004993	LLY00004994	Lilly-Nektar NKTR-358 JPT Meeting Agenda		Kotzin		witness(es).
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
								use commercially reasonable efforts
Trial Exh 0503	4/2/2021	LLY00006581	LLY00006583	Nektar-Lilly NKTR-358 JSC Agenda		Nirula; Pfeifer		to develop Rezpeg.
				and the same and t		, , , , , , , , , , , , , , , , , , , ,		Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
								claims; Rebut and defend against
						no.:e		Nektar's claim that Lilly failed to
						Nirula; Pfeifer; Ashrafzadeh;		use commercially reasonable efforts
Trial Exh 0504	4/2/2021	LLY00209179	LLY00209249	JPT Meeting Minutes		Schmitz; Manner; Murray		to develop Rezpeg.
							Proof of Lilly's liability for	
							breach of contract and breach	
							of the implied covenant of	
Trial Exh 0505	4/6/2021	Nektar00000855501	Nektar00000855501	IL-2 Conjugate JPT Meeting - April 2, 2021	Robbins		good faith and fair dealing	
1								
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0506	4/8/2021	Nektar00000855845	Nektar00000855853	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		of the named Nektar witness(es).
				, , , , , , , , , , , , , , , , , , ,				
							Proof of Lilly's liability for	
				Email from Carsten Schmitz to Ali Ashrafzadeh; David H			breach of contract and breach	
				Manner; Gourab Datta; Kimberley Jackson; Heng Zou -			of the implied covenant of	
Trial Exh 0507	4/8/2021	LLY02451255	LLY02451256	Network re: RE: KFAL - Blosozumab study	Mostaghimi		good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
EA. NO.	Date	Degili Dates	Enu Dates	Description	recktal Sponsoring Witness	Liny oponsoring witness	recktar Exmott Purpose	Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract claims; Rebut and defend against
								Nektar's claim that Lilly failed to
Trial Exh 0508	4/13/2021	LLY00120866	LLY00120889	Emails re JSC Meeting Minutes and Minutes from 4/2/2021		Pfeifer; Zalevsky; Kotzin; Ali; Other Nektar Witnesses		use commercially reasonable efforts to develop Rezpeg.
THAI EAR 0508	7/13/2021	LL100120000	LL100120007	Zanans to 550 Processing Primates and Primates Holli 4/2/2021		Care Hertar Withesses		Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from C. Ali re NKTR-358 Strategy Team meeting				commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0509	4/13/2021	Nektar00000855488	Nektar00000855492	minutes - 13APR21		Kotzin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 0511	4/16/2021	Nektar00000415117	Nektar00000415133	Email re: Nektar-Lilly Draft JPT and JSC Minutes		Kotzin		of the named Nektar witness(es).
					Zelavsky Puddasky V-t-i Et-		Droof of Lilly's Unbilled	Rebut and defend against Nektar's
				Email from Daniel Bushell to Brian Kotzin, Jonathan	Zalevsky; Ruddock; Kotzin; Fanton; Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for breach of contract and the	claim that Lilly failed to use commercially reasonable efforts to
T: 1E 1 0510	4/10/2021	N. 1. 00000055402	N. I. 00000055502	Zalevsky, Cherie Ali re: Final Lilly-Nektar 4/2/21 JPT	Ashrafzadeh; Schmitz; Manner; Murray;	W	implied covenant of good	develop Rezpeg; cross examination
Trial Exh 0512	4/19/2021	Nektar00000855493	Nektar00000855502	Meeting Minutes	Ramseyer; Pfeifer; Robbins	Kotzin; Zalevsky	faith and fair dealing Proof of Lilly's liability for	of the named Nektar witness(es).
							breach of contract and the	
Trial Exh 0513	4/22/2021	LLY01363658	LLY01363672	Oversight Plan for Rezpeg Phase 1 Trial in Atopic Dermatitis J1P-MC_KFAD	Manner		implied covenant of good faith and fair dealing	
							Proof of Lilly's liability for	
				Oversight Plan for Rezpeg Phase 1 Trial in Psoriasis J1P-			breach of contract and the implied covenant of good	
Trial Exh 0514	4/22/2021	LLY01363643	LLY01363643	MC_KFAC	Manner		faith and fair dealing	
		_			_			Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
Trial Evt- 0519	5/10/2021	Nol-tor00000702077	Nektar00000703073	Email to Gilard NVTD 259 and to the		Puddosk		develop Rezpeg; cross examination
Trial Exh 0518	5/10/2021	Nektar00000702977	1NCK18FUUUUU/U3U/3	Email re Gilead NKTR-358 evaluation		Ruddock	Proof of Lilly's liability for	of the named Nektar witness(es).
				Email from Carsten Schmitz to Lance Pfeifer, Ali			breach of contract and the	
Trial Exh 0524	5/24/2021	LLY00833164	LLY00833166	Ashrafzadeh, and Paul Klekotka re: RE: Portfolio tiering May 2021 - Il-2 AD still tier 4	Schmitz; Pfeifer; Ashrafzadeh; Klekotka		implied covenant of good faith and fair dealing	
							Proof of Lilly's liability for	
				Chart titled 2021 FHD opportunities and Clinical assets with			breach of contract and the implied covenant of good	
Trial Exh 0525	5/24/2021	LLY00833166	LLY00833166	ongoing research	Schmitz		faith and fair dealing	
_								Debut and 1.6 1 1 1 1 1 1 1
								Rebut and defend against Nektar's claim that Lilly failed to use
				Email from M. DLin BDDC 2534 24 51		Alic Doc V-t-in- 7.1		commercially reasonable efforts to
Trial Exh 0527	6/1/2021	Nektar00000469867	Nektar00000469871	Email from M. Robin re RDPC: 25May21 Final Meeting Minutes		Ali; Do; Kotzin; Zalevsky; Fanton; Sasaki		develop Rezpeg; Cross examination of the named Nektar witness(es)
-							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
							faith and fair dealing; proof of	
Trial Exh 0529	6/4/2021	LLY00102775	LLY00102800	IL-2 Conjugate Ph2b Atopic Dermatitis Viability Assessment	Rao		damages caused by Lilly's breaches	
LAH UJ47	5, 1,2021						Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good faith and fair dealing; proof of	
multiple coor	6/10/000	LI V0040055	LI V0040055	Immunology CO 2021 P. 46 F. P.	Nimilar Df-:f		damages caused by Lilly's	
Trial Exh 0533	6/18/2021	LLY02422561	LLY02422575	Immunology Q2, 2021 Portfolio Review	Nirula; Pfeifer	+	breaches	Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract claims; Cross examination of the
Trial Exh 0534	6/18/2021	Nektar00000632799	Nektar00000632870	Email from Kotzin re KFAL Protocol Review		Kotzin		named Nektar witness(es)

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Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0535	6/18/2021	Nektar00000633885	Nektar00000633890	Email from B. Kotzin to KFAL Draft Protocol		Kotzin; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
THAI EAH USSS	0/10/2021	avertal 0000000000	11CKLai 00000033690	Email from B. Kotzin to KFAL Draft Protocol Email from C. Ali re NKTR-358 Strategy Team meeting		NOZII, AII		or the named Nektar witness(es) Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0537	6/23/2021	Nektar00000854165	Nektar00000854170	minutes - 17JUN21		Kotzin		of the named Nektar witness(es).
Trial Exh 0539	6/25/2021	LLY00201823	LLY00201874	Email from Lance Pfeifer to Ajay Nirula, Daniel Skovronsky, and others re: IL-2 Conjugate BOD meeting minutes	Skovronsky; Nirula; Schmitz; Manner; Ashrafzadeh; Pfeifer; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0540	6/25/2021	LLY00000333	LLY00000379	PowerPoint titled IL-2 Conjugate: Board of Directors Meeting	Pfeifer; Schmitz; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0543	7/1/2021	LLY00832981	LLY00832982	Email from Carly J Flench To: Lance A. Pfeifer ;re: RE: IL 2 Conjugate: BoD Deck Link	Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0548	7/23/2021	LLY00102385	LLY00102387	IL-2 & Lebri Team Ph2b Atopic Derm: Country Strategy with Lebri Team - Minutes/Summary	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0556	8/23/2021	LLY00836205	LLY00836208	Email from Carsten Schmitz to Songqing Na re: RE: Update on PIC	Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0562	9/8/2021	LLY00005480	LLY00005556	PowerPoint titled IL-2 Conjugate JPT Meeting, September 8, 2021	Rao; Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Manner; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0563	9/8/2021	LLY00005412	LLY00005479	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, September 8, 2021	Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Manner; Schmitz; Rao	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Manner; Murray; Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0564	9/8/2021	LLY00006648	LLY00006670	September 8, 2021 JSC meeting minutes and Presentation	Zalevsky; Kotzin; Pfeifer; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0565	9/8/2021	LLY00005389	LLY00005391	Nektar-Lilly NKTR-358 JPT Agenda Final	, novagnili	Pfeifer; Klekotka; Manner; Schmitz; Kotzin; Manner	good turn and tau teaming	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0566	9/8/2021	LLY00006645	LLY00006647	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0567	9/9/2021	LLY00947421	LLY00947433	Email from Paul Klekotka to Lance Pfeifer re: IL-2 and CD200 slides	Klekotka; Pfeifer; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
124.110.	Date	Degin Dates	Did Dates	Description	recent oponsoring witness	Emy Sponsoring Witness	rektar Exmort rurpose	Emy Exmon 1 ur pose
							Proof of Lilly's liability for	
					David Murray; Pfeifer; Schmitz; Jonsson;		breach of contract and breach	
				Email from David Murray to Julie Maxwell re: FW: IL-2	Dan Skovronsky; Nirula; Klekotka;		of the implied covenant of	
Trial Exh 0569	9/10/2021	LLY00141962	LLY00142060	Conjugate: BOD Meeting Materials for Sept 13	Ashrafzadeh; Robbins; Mostaghimi		good faith and fair dealing	
							Proof of Lilly's liability for	
					Skovronsky; Nirula; Jonsson;		breach of contract and the	
				IL-2 Conjugate BOD Meeting Minutes - September 13,	Ashrafzadeh; Manner; Murray; Klekotka;		implied covenant of good	
Trial Exh 0571	9/13/2021	LLY00001365	LLY00001367	2021	Pfeifer; Mostaghimi; Robbins; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
					Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0572	9/13/2021	LLY02468578	LLY02468580	IL-2 Conjugate BOD meeting minutes	Ramseyer; Pfeifer; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Paul Klekotka to Carsten Schmitz and Tonya			implied covenant of good	
Trial Exh 0575	9/15/2021	LLY00948692	LLY00948769	Short re: RE: AD AdBoard slide deck for approval	Klekotka; Schmitz		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Paul Klekotka to Ali Ashrafzadeh, Lance			breach of contract and the	
				Pfeifer, and Carsten Schmitz re: RE: PoC declared for IL-2			implied covenant of good	
Trial Exh 0578	9/17/2021	LLY00846957	LLY00846958	Conjugate in atopic dermatitis	Pfeifer; Klekotka; Ashrafzadeh; Schmitz		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Paul Klekotka To: Ali Ashrafzadeh ;Lance A.			breach of contract and breach	
				Pfeifer ;Carsten Schmitz ;re: RE: PoC declared for IL-2	Klekotka, Ali Ashradzadeh, Pfeifer,		of the implied covenant of	
Trial Exh 0579	9/17/2021	LLY00846957	LLY00846958	Conjugate in atopic dermatitis	Schmitz		good faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Alison Budelsky to Lance Pfeifer, Ajay Nirula,			breach of contract and the	
				Paul Klekotka, Henry Bryant re: RE: Updated Immunology			implied covenant of good	
Trial Exh 0580	9/20/2021	LLY00769514	LLY00769556	SAPR deck	Pfeifer; Nirula; Klekotka; Skovronsky		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lance Pfeifer to Ajay Nirula re: Catch up on			implied covenant of good	
Trial Exh 0584	9/23/2021	LLY00846182	LLY00846183	several topics	Pfeifer; Nirula		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
				Email from Lance A. Pfeifer To: Ajay Nirula ;re: Catch up			of the implied covenant of	
Trial Exh 0585	9/23/2021	LLY00846182	LLY00846183	on several topics	Pfeifer, Nirula		good faith and fair dealing	
							Proof of Lilly's liability for	
					Huckstep; Nirula; Skovronsky; Jonsson;		breach of contract and the	
				Email from Lance Pfeifer to Multiple Recipients re: IL-2	Schmitz; Klekotka; Ashrafzadeh; Pfeifer,		implied covenant of good	
Trial Exh 0587	9/28/2021	LLY01354398	LLY01354584	BoD slides for Monday, November 1st	Murray; Huckstep		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from J. Zalevsky re Looking forward to seeing you				develop Rezpeg; cross examination
Trial Exh 0588	9/28/2021	Nektar00000159971	Nektar00000159972	next week		Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lance Pfeifer to Ajay Nirula re: PK/ISR data			implied covenant of good	
Trial Exh 0589	9/29/2021	LLY00770218	LLY00770246	and study plan	Nirula; Pfeifer		faith and fair dealing	1
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from Zalevsky re Resending Re Looking forward to				develop Rezpeg; cross examination
Trial Exh 0591	10/4/2021	Nektar00000098648	Nektar00000098649	seeing you next week		Zalevsky; Skovronsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Danny L Wood to Lance Pfeifer re: RE: IL-2			implied covenant of good	
Trial Exh 0594	10/6/2021	LLY02450238	LLY02450243	Core Team update: PoC declared in atopic dermatitis	Pfeifer; Nirula		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from J. Zalevsky re Looking forward to seeing you				develop Rezpeg; cross examination
Trial Exh 0597	10/12/2021	Nektar00000858929	Nektar00000858931	next week		Zalevsky; Skovronsky		of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
	2	g	Zina Zinto		oponoving truness		Proof of Lilly's liability for	union z urpose
							breach of contract and the	
				Email from Carlos Garner to Kathryn Ramseyer re:			implied covenant of good	
Trial Exh 0601	10/15/2021	LLY01338393	LLY01338489	References for baricitinib S&T presentation	Ramseyer; Skovronsky; Jonsson		faith and fair dealing	
				•			Proof of Lilly's liability for	
				Email from Sara Smith to Paul Klekotka ;Lance Pfeifer			breach of contract and the	
				;Ajay Nirula re: RE: Early Stage Immunology Q&A for Q3			implied covenant of good	
Trial Exh 0603	10/18/2021	LLY02074562	LLY02074564	Earnings	Huckstep; Klekotka; Nirula; Pfeifer		faith and fair dealing	
					Klekotka; Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for	
					Schmitz; Klekotka; Ashrafzadeh;		breach of contract and the	
				Email from Lance Pfeifer to Multiple Recipients re: IL-2	Manner; Lancer Pfeifer; Murray;		implied covenant of good	
Trial Exh 0611	10/28/2021	LLY01332497	LLY01332539	BoD slides for Monday, November 1st	Huckstep		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from David Manner to Paul Klekotka, Ali			breach of contract and the	
T : 1E 1 0612	10/20/2021	I I 3/000 4 670 1	I I MOOO 46702	Ashrafzadeh, Lance Pfeifer, Carsten Schmitz re: RE: IL-2	Pfeifer; Klekotka; Ashrafzadeh; Schmitz	:	implied covenant of good	
Trial Exh 0612	10/28/2021	LLY00846781	LLY00846782	BoD email draft	Manner		faith and fair dealing	
							Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
Trial Exh 0613	11/1/2021	LLY02468612	LLY02468614	IL-2 Conjugate BOD meeting minutes	Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		implied covenant of good faith and fair dealing	
THAI EAR UUTS	11/1/2021	EE 1 02400012	LL 1 02+00014	12 Conjugate BOD meeting minutes	rumocyci, i ionoi			
							Proof of Lilly's liability for breach of contract and the	
				Email from Robert D. Minderman to Ajay Nirula re: IL-2	Pfeifer; Klekotka; Nirula; Schmitz;		implied covenant of good	
Trial Exh 0615	11/2/2021	LLY01333343	LLY01333389	Board of Directors - Meeting Minutes - for your review	Ramseyer; Manner; Murray		faith and fair dealing	
				Indiana in the second state of the secon			Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lotus Mallbris to Rodger M Taylor re: RE:	Nirula; Ramseyer; Ashrafzadeh; Pfeifer;		implied covenant of good	
Trial Exh 0618	11/3/2021	LLY01305640	LLY01305641	Outcomes of yesterday's IL-2 BoD meeting	Klekotka; Schmitz		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from David Murray to Tejal Patel, Christopher P.			breach of contract and the	
				Campbell re: RE: Updated ICILT presentation for IL-2 ISR			implied covenant of good	
Trial Exh 0621	11/11/2021	LLY00841564	LLY00841567	MR	Murray; Robbins; Rao		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from C. Ali re NKTR-358 Strategy Team meeting				develop Rezpeg; cross examination
Trial Exh 0622	11/11/2021	Nektar00000851265	Nektar00000851271	minutes - 11NOV21		Kotzin		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
T: 1F 1 0622	11/12/2021	113/01242474	113/01242475	Email from Brooke L Bell to Global_IP_IDLT re:IDLT	T I M KILL I D		implied covenant of good	
Trial Exh 0623	11/12/2021	LLY01343474	LLY01343475	Minutes	Taylor; Murray; Klekotka; Ramseyer		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 0624	11/12/2021	Nektar00000007524	Nektar00000007524	Email from B. Kotzin re Nothing new from Paul		Kotzin; Zalevsky		of the named Nektar witness(es).
THAI EAH 0024	11/12/2021	14CKtd100000007324	11CKtm 00000001324	Ziman nom B. Housin to Fronting new from Faur		Troum, Zare roay		or the named readal withess(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from D. Bushell re Internal Lilly-Nektar JPT/JSC				develop Rezpeg; Cross examination
Trial Exh 0627	11/18/2021	Nektar00001386242	Nektar00001386242	Prep Meeting		Zalevksy; Kotzin; Fanton		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
							Proof of Lilly's liability for	develop Rezpeg; relevant to jury
					Ali; Bushell; Kotzin; Zalevsky; Fanton;		breach of contract and the	understanding of ISRs, key issues
					Franke; Nirula; Klekotka; Jeremey	Huckstep; Pfeifer; Kotzin;	implied covenant of good	relevant to parties' claims and
Trial Exh 0628	11/19/2021	LLY01069237	LLY01069343	PowerPoint titled IL-2 Conjugate JPT Meeting	Huckstep; Pfeifer; Manner; Schmitz	Ashrafzadeh; Manner	faith and fair dealing	defenses.
					Ali; Bushell; Kotzin; Zalevsky; Fanton;		Proof of Lilly's liability for	
					Franke; Nirula; Klekotka; Jeremey		breach of contract and the	
				NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Huckstep; Pfeifer; Manner; Schmitz;		implied covenant of good	
Trial Exh 0629	11/19/2021	LLY00208934	LLY00208938	Minutes, November 19, 2021	Robbins; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
TE : 1E 1 0000	11/10/2021	113/00200021	I I MOOOCCC	N 1 10 2021 IGG	Zalevsky; Kotzin; Huckstep; Nirula;		of the implied covenant of	
Trial Exh 0630	11/19/2021	LLY00208831	LLY00208865	November 19, 2021 JSC meeting minutes and Presentation	Kobbins; Mostaghimi		good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
T-1 F-1 0/21	11/10/2021	H V00006370	LI WOOOGERO	Nakaga Lilla MVTD 259 HPT Aganda Nau S Undatas		Huckstep; Pfeifer; Kotzin;		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar
Trial Exh 0631 Trial Exh 0632	11/19/2021	LLY00005278	LLY00005280 LLY00006613	Nektar-Lilly NKTR-358 JPT Agenda Nov5 Updates Nektar-Lilly NKTR-358 JSC Agenda Draft		Ashrafzadeh; Schmitz; Murray Nirula; Huckstep; Pfeifer		witness(es). Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0633	11/19/2021	LLY02257419	LLY02257530	JPT Meeting Minutes and Deck		Nirula: Klekotka: Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0634	11/23/2021	LLY00104755	LLY00104778	II_2 Conjugate Asset Strategy	Taylor; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
				Email from Kevin R Hern to Patrik Jonsson ;Lotus Mallbris			Proof of Lilly's liability for breach of contract and the implied covenant of good	
Trial Exh 0636	12/5/2021	LLY00773412	LLY00773429	re:Dec 15 Investor Day - Immunology R&D	Jonsson; Nirula		faith and fair dealing Proof of Lilly's liability for	
Trial Exh 0642	12/10/2021	LLY00960111	LLY00960139	Email from Tejal Patel to Robert D. Minderman re: RE: IL_2 Core Team: Slide deck presented	Murray		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0643	12/13/2021	LLY00960425	LLY00960457	Email from Lauren Zierke to Patrik Jonsson, Lotus Mallbris, Ajay Nirula re: RE: Investment Community Meeting Immunology Slides & Q&A	Jonsson; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0644	12/15/2021	LLY00733970	LLY00734054	Transcript of Lilly December 15, 2021 Investment Community Meeting	Nirula; Skovronsky; Jonsson; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0645	12/15/2021	Nektar0000098604	Nektar0000098604	Email from A. Nirula to J. Ruddock re Presentation		Ruddock; Nirula; Kotzin; Zalevsky		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0646	12/16/2021	Nektar00000090243	Nektar00000090244	Email from Jennifer Ruddock to Vivian Wu re: Fwd: [EXTERNAL] Re: Presentation	Ruddock; Nirula; Kotzin; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0649	12/20/2021	LLY00840868	LLY00840869	Email from Jake Van Naarden to Daniel Skovronsky re: Re: Excellent Investor Day!	Skovronsky; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0650	12/21/2021	Nektar00000012104	Nektar00000012105	Email from J. Zalevsky re Excellent Investor Day	7	Zalevsky; Ruddock; Skovronsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0651	1/9/2022	LLY00143624	LLY00143694	Email from David Murray to Patrik Jonsson re: IL-2 Board of Directors Pre-Read	Murray; Jonsson; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Cheryl Camilleri to David Manner re: RE:			implied covenant of good	
Trial Exh 0653	1/11/2022	LLY02129297	LLY02129299	KFAC CSR - initial timeline and team list - please review	Zou; Manner; Robbins		faith and fair dealing	
				•			Proof of Lilly's liability for	
					Ashrafzadeh; Schmitz; Pfeifer; Klekotka;		breach of contract and the	
				Email from Lance Pfeifer to Multiple Recipients re: Pre-	Nirula; Daniel Skovronsly; Manner;		implied covenant of good	
Trial Exh 0654	1/11/2022	LLY00196192	LLY00196330	reads: IL-2 BoD meeting Thursday, January 13th	Murray; Jeremey Huckstep		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 0655	1/11/2022	Nektar00000911944	Nektar00000911946	Grover email to Franke re promotion		Robin; Ruddock; Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
					Schmitz; Nirula; Skovronsky; Jonsson;		breach of contract and the	
					Ashrafzadeh; Manner; Murray; Pfeifer;		implied covenant of good	
Trial Exh 0658	1/13/2022	LLY02468615	LLY02468615	IL-2 Conjugate Board Meeting Minutes	Klekotka; Taylor; Mostaghimi; Robbins		faith and fair dealing	
							Proof of Lilly's liability for	
				Tag i i n i eni			breach of contract and breach	
				IL-2 Conjugate: Board of Directors Meeting January 13,	L		of the implied covenant of	
Trial Exh 0659	1/13/2022	LLY01333740	LLY01333808	2022	Mostaghimi		good faith and fair dealing	1
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
T: 1F 1 0662	1/14/2022	113700700021	LLY00789931	E 16 DW C DWILD C 6H		W		claims; Cross examination of the
Trial Exh 0662	1/14/2022	LLY00789931	LLY00/89931	Email from B. Kotzin to P. Klekotka re meeting follow-up		Kotzin; Klekotka		named Nektar witness(es)
							Proof of Lilly's liability for	
				E 16 I DOTC . I 16 AWITH HO			breach of contract and the	
Trial Exh 0665	1/18/2022	LLY01333928	LLY01333999	Email from Lance Pfeifer to Jennifer A Wright re:IL-2	Nirula; Pfeifer		implied covenant of good	
Trial Exti 0003	1/18/2022	LL101333928	LL101333999	Conjugate BoD Slides for PIC	Nirula; Pieller		faith and fair dealing	
				E 16 MOLINO (M.4 D. EWH			Proof of Lilly's liability for	
				Email from Mitchell Stayer to Kathryn Ramseyer re: FW: II	1		breach of contract and the implied covenant of good	
Trial Exh 0669	1/20/2022	LLY00961760	LLY00961760	2 conjugate overview (parent email to deposition exhibit 89)	Huckstep; Ramseyer		faith and fair dealing	
Thai Exil 0009	1/20/2022	LL 1 00901 / 00	LL100901700	(57)	Huckstep, Kantseyer			
							Proof of Lilly's liability for breach of contract and the	
				Email from Paul Klekotka to Amy DeLozier re: RE: vIGA-			implied covenant of good	
Trial Exh 0671	1/25/2022	LLY00962700	LLY00962707	AD and IL-13	Evans; Klekotka		faith and fair dealing	
THAI EAH 0071	1/23/2022	LL100902700	LL100902707	AD and ID-13	Evans, Necota			
							Proof of Lilly's liability for breach of contract and the	
				Email from Jennifer Ruddock to Gil Labrucherie ;Jill			implied covenant of good	
Trial Exh 0672	1/25/2022	Nektar00000731719	Nektar00000731721	Thomsen re: Fwd: NKTR-358 Ph2 AtD trial design/cost	Ruddock; Daniel Bushell; Robbins		faith and fair dealing	
THE EXI 0072	1/23/2022	11CKtd100000731717	14CRtta100000731721	Thompon to: 1 wa. 141114 550 1 112 1 1125 and design cost	readder, Baner Basieri, resems		Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 0673	1/25/2022			Metadata for LLY02468615	Schmitz		faith and fair dealing	
				License Agreement between Nektar Therapeutics and Eli				
Trial Exh 0674	1/25/2022	LLY00732453	LLY00732537	Lilly and Company	Huckstep		Contract	
					-		Proof of Lilly's liability for	
							breach of contract and the	
				Email from Jonathan Shane Denne to Daniel Skovronsky			implied covenant of good	
Trial Exh 0680	2/1/2022	LLY00838796	LLY00838796	re:RE: IL-2 P2b study in Atopic Dermatitis - prSS	Skovronsky; Manner; Klekotka; Nirula	<u> </u>	faith and fair dealing	1
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 0682	2/2/2022	Nektar00000026979	Nektar00000026981	Email from B. Kotzin Re NKTR-358 Update for EC		Kotzin; Ali		of the named Nektar witness(es)
							Proof of Lilly's liability for	
							breach of contract and breach	
							of the implied covenant of	
Trial Exh 0685	2/3/2022	LLY02459200	LLY02459204	Portfolio Investment Council Meeting Minutes	Skovronsky; Nirula; Pfeifer		good faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
1	1						implied covenant of good	
Trial Exh 0687	2/8/2022	LLY02460030	LLY02460034	Portfolio Investment Council Meeting Minutes	Skovronsky; Nirula; Pfeifer; Robbins		faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
				•	1		Proof of Lilly's liability for	
1				Email from Rodger M Taylor to Robert D. Minderman			breach of contract and the	
				re:RE: IL-2 Commercial Decision-Focused visual schedule			implied covenant of good	
Trial Exh 0690	2/9/2022	LLY00963323	LLY00963326	(Thoughts after WS1 discussion on Monday)	Taylor; Ramseyer; Pfeifer; Huckstep		faith and fair dealing	
				(ag	,		Proof of Lilly's liability for	
							breach of contract and the	
				Email from David Murray to Patrik Jonsson re: FW: IL-2	Murray; Jonsson; Ramseyer; Taylor;		implied covenant of good	
Trial Exh 0694	2/18/2022	LLY00123360	LLY00123427	Conjugate: Feb 21st BoD Pre-read	Robbins		faith and fair dealing	
THUI EAR 0074	2/10/2022	EE100125500	EE100123427	Conjugate. 1 Co 21st Bob 11c-1cad	Robbins		Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson; Pfeifer;		breach of contract and the	
				Email from Lance Pfeifer to Multiple Recipients re: IL-2	Manner; Schmitz; Murray; Ramseyer;		implied covenant of good	
Trial Exh 0695	2/18/2022	LLY00206552	LLY00206517	Conjugate: Feb 21st BoD Pre-read	Klekotka; Ashrafzadeh		faith and fair dealing	
THAI EAH 0093	2/16/2022	LL 100200332	LL100200317	Conjugate. 100 21st BoD 110 1cad	Rickotka, Fisharzaden		ratif and ran dearing	
								Relevant to collaboration
								development decisions to defend
					ALD THE COLUMN		D C CITILITY C	against Nektar's breach of contract
					Ali; Bushell; Kotzin; Zalevsky; Fanton;	N: 1 FEL 1 DE :0	Proof of Lilly's liability for	claims; Rebut and defend against
				NIKED 250 AU. I ' D I 'E (IDE) M '	Franke; Nirula; Klekotka; Jeremey	Nirula; Klekotka; Pfeifer;	breach of contract and the	Nektar's claim that Lilly failed to
m: 15 1 0000	2400000			NKTR-358 Alliance - Joint Product Team (JPT) Meeting	Huckstep; Pfeifer; Manner; Schmitz;	Huckstep; Ashrafzadeh; Manner;	implied covenant of good	use commercially reasonable efforts
Trial Exh 0696	2/18/2022	LLY00005880-COLOR	LL Y00005982-COLOR	Minutes, February 18, 2022	Ashrafzadeh	Murray; Schmitz; Ramseyer	faith and fair dealing	to develop Rezpeg.
							Proof of Lilly's liability for	
1					Zalevsky; Kotzin; Ruddock; Nirula;		breach of contract and the	
				NKTR-358 Alliance Joint Steering Committee Meeting and	Huckstep; Klekotka; Ramseyer; Pfeifer;		implied covenant of good	
Trial Exh 0697	2/18/2022	LLY00006713	LLY00006742	PowerPoint	Taylor		faith and fair dealing	
1								Relevant to collaboration
1								development decisions to defend
1								against Nektar's breach of contract
1	1							claims; Rebut and defend against
						Nirula; Klekotka; Pfeifer;		Nektar's claim that Lilly failed to
						Huckstep; Ashrafzadeh; Manner;		use commercially reasonable efforts
Trial Exh 0698	2/18/2022	LLY00005878	LLY00005879	Nektar-Lilly NKTR-358 JPT Agenda Final		Murray; Schmitz; Ramseyer		to develop Rezpeg.
							Proof of Lilly's liability for	
1	1						breach of contract and the	
1	1				Nirula; Jonsson; Ashrafzadeh; Manner;		implied covenant of good	
Trial Exh 0699	2/21/2022	LLY02468619	LLY02468621	IL-2 Conjugate BOD Meeting Minutes, February 21, 2022	Ramseyer; Pfeifer; Klekotka; Taylor		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lance Pfeifer to Kathryn Ramseyer ;Rodger M			implied covenant of good	
Trial Exh 0700	2/21/2022	LLY00839604		Taylor re: IL-2 SLE CSFs-2022-02-21.pptx	Pfeifer; Murray; Taylor; Ramseyer		faith and fair dealing	
				**				
							Proof of Lilly's liability for	
							breach of contract and breach	
				KFAJ PO DBL Topline Readout Rezpeg Core Team	Klekotka; Murray; Mostaghimi; Robbins		of the implied covenant of	
Trial Exh 0701	2/24/2022	LLY01106987	LLY01107054	Meeting	Rao		good faith and fair dealing	
							Proof of Lilly's liability for	
1	1						breach of contract and the	
1							implied covenant of good	
Trial Exh 0707	3/1/2022	LLY02140840	LLY02141257	CD200R Phase 1 Eczema Data	Schmitz; Robbins		faith and fair dealing	
								Relevant to collaboration
1	1							development decisions to defend
1	1							against Nektar's breach of contract
1	1			Email from Kotzin re Atopic Dermatitis protocol Ph2b				claims: Cross examination of the
Trial Exh 0709	3/7/2022	Nektar00000636762				Votain: Sahmita		named Nektar witness(es)
Trial Exh 0708	3/1/2022	1NEKIAFUUUUU0550/62	inektar00000050911	(draft) - KFAE		Kotzin; Schmitz		named Nektar withess(es)
1	1						D C CINI I I 177 C	
1	1						Proof of Lilly's liability for	
1				I V2471051 VEAE Hammania 100 1 10 1 100 1			breach of contract and breach	
T-i-1 E-1 0700	2/7/2022	I I V01251010	L L V01252050	LY3471851 KFAE Harmonized Clinical Protocol-25Feb-	D-kkin-		of the implied covenant of	
Trial Exh 0709	3/7/2022	LLY01351910	LLY01352050	clean for Nektar review	Robbins	1	good faith and fair dealing	+
1	1						Proof of Lilly's liability for	
1	1						breach of contract and the	
1	1			Email from Ajay Nirula to Lance Pfeifer re: RE: Portfolio			implied covenant of good	
Trial Exh 0710	3/8/2022	LLY00851745	LLY00851746	and IL-2 updates	Pfeifer; Nirula		faith and fair dealing	
1							Proof of Lilly's liability for	
				I .	i e	I .	h	I .
							breach of contract and the	
							implied covenant of good	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for	
							breach of contract and breach of the implied covenant of	
Trial Exh 0716	3/14/2022	LLY02456041	LLY02456051	2022 Portfolio review	Lance Pfeiffer		good faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
Trial Exh 0723	3/16/2022	LLY00855248	LLY00855304	CD200R Board of Directors PowerPoint	Schmitz; Manner		implied covenant of good faith and fair dealing	
Thai Exil 0/23	3/10/2022	LL100833248	LL100833304	CD200K Board of Directors FowerFolia	Schiller, Mailler		Proof of Lilly's liability for	
				Email from Annabelle-louise Lockey to Carsten Schmitz,			breach of contract and the	
				Heng Zou - Network, Robert Jan Benschop, Kimberley			implied covenant of good	
Trial Exh 0724	3/17/2022	LLY00773181	LLY00773193	Jackson, Paul Klekotka, Ajay Nirula re: KFAC and KFAD	Zou; Schmitz; Klekotka; Nirula		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
				Email from Ajay Nirula to Daniel Skovronsky re: Re: So			implied covenant of good	
Trial Exh 0729	3/21/2022	LLY02138749	LLY02138752	visit April 7	Skovronsky; Nirula		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from R. J. Forbes to Michael Andrew Johnson;			breach of contract and the	
Trial Exh 0731	3/24/2022	LLY00933922	LLY00933922	Lance A. Pfeifer; Jeremy Huckstep; David Murray; Mitchell Stayer re: RE: Nektar Assumptions	Huckstep; Pfeifer; Murray		implied covenant of good faith and fair dealing	
2.101.201.0731	3.2 1.2022		22100,33,22				Proof of Lilly's liability for	
				Email from Lance Pfeifer to Kathryn Ramseyer; Ali			breach of contract and the	
				Ashrafzadeh; Lucia Seminario Vidal re: RE: Slides for IL-2			implied covenant of good	
Trial Exh 0733	3/25/2022	LLY01345075	LLY01345077	Lead Team - erythema	Ramseyer; Ashrafzadeh; Pfeifer; Taylor		faith and fair dealing	
				Lilly Press Release: Majority of Patients Treated with			Proof of Lilly's liability for breach of contract and the	
				Lebrikizumab Achieved Skin Clearance in Lilly's Pivotal	Pfeifer; Ramseyer; Jonsson; Skovronsky;		implied covenant of good	
Trial Exh 0734	3/26/2022			Phase 2 Atopic Dermatitis Studies, March 26, 2022	Nirula		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 0737	3/28/2022	Nektar00000417640	Nektar00000417640	Emails re Lebri influencing Lilly's recommendations		Zalevsky; Kotzin		of the named Nektar witness(es).
								Rebut and defend against Nektar
				Essell forms Laboratoria na Destinaire na Dua Dilianna				allegations of damages or other
Trial Exh 0738	3/28/2022	Nektar00000722465	Nektar00000722466	Email from Labrucherie re Preliminary Due Diligence Topics		Ruddock; Marais		harm; cross examination of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
T : 1E 1 0730	2/20/2022	113/00024514	I I W00024514	Email from Lotus Mallbris to Kathryn Ramseyer re:Re:	D		implied covenant of good	
Trial Exh 0739	3/29/2022	LLY00934514	LLY00934514	Input needed on 2 time-sensitive items	Ramseyer		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0741	3/30/2022	Nektar00000007880	Nektar00000007880	Email from B. Kotzin Re REZPEG UC and SLE Data Readout		Kotzin; Zalevsky		develop Rezpeg; Cross examination of the named Nektar witness(es).
That Exit 0741	3/30/2022	14CKtar 00000007880	14CKtar 00000007880	Readout		Kotzin, Zaic vsky	Proof of Lilly's liability for	of the named (vextar witness(es).
							breach of contract and the	
				Email from Kathryn Ramseyer to Patrik Jonsson re: Draft			implied covenant of good	
Trial Exh 0746	4/3/2022	LLY00934579	LLY00934617	IL-2 slides for meeting with Dave on Thursday, April 7th	Ramseyer; Jonsson		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
				Email from Kathryn Ramseyer to Ajay Nirula re:	Klekotka; Nirula; Ashrafzadeh; Pfeifer;		implied covenant of good	
Trial Exh 0749	4/5/2022	LLY00772981	LLY00773050	Rezpegaldesleukin slides for 4/7 meeting	Ramseyer		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Ajay Nirula to David Ricks, Daniel Skovronsky,	Jonsson; Skovronsky; Nirula; Klekotka;		breach of contract and the implied covenant of good	
Trial Exh 0750	4/5/2022	LLY01351450	LLY01351557	Patrik Jonsson re: Slides for Thursday	Pfeifer; Murray; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
T: 1E 1 055	4/5/2022	113/00024652	I I MOOOCECC	Email from Kathryn Ramseyer to Ajay Nirula re:	Jonsson; Skovronsky; Nirula; Klekotka;		implied covenant of good	
Trial Exh 0751	4/5/2022	LLY00934953	LLY00935021	Rezpegaldesleukin slides for 4/7 meeting	Pfeifer; Murray		faith and fair dealing Proof of Lilly's liability for	
							breach of contract and the	
				Email from Kathryn Ramseyer to Ajay Nirula re:			implied covenant of good	
Trial Exh 0753	4/7/2022	LLY00934953	LLY009349587	Rezpegaldesleukin slides for 4/7 meeting	Pfeifer; Klekotka; Ramseyer; Nirula		faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
		- vg.m zurco	Data Dusto		oponoving miness	oponooring triticos	Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lance Pfeifer to Ajay Nirula ;Paul Klekotka re:	Klekotka; Nirula; Pfeifer; Ramseyer;		implied covenant of good	
Trial Exh 0756	4/12/2022	LLY00935204	LLY00935207	RE: Slides for Thursday	Mostaghimi; Robbins		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Lance Pfeifer to Carsten Schmitz; Paul			breach of contract and the	
				Klekotka; Jeannie Chao; Ali Ashrafzadeh re: RE: IL-2	Pfeifer; Schmitz; Klekotka; Ashrafzadeh		implied covenant of good	
Trial Exh 0757	4/13/2022	LLY01344965	LLY01344966	feedback	; Robbins; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Carsten Schmitz to Purvi Prajapati ;Ziqiao			implied covenant of good	
Trial Exh 0758	4/13/2022	LLY02137637	LLY02137640	Wang re: RE: update and favor to ask	Schmitz		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 0759	4/13/2022	LLY00847794	LLY00847805	Lilly Immunology Strategic Plan 2022 Meeting 5	Nirula; Murray; Rao		faith and fair dealing	
					Nirula; Skovronsky; Jonsson; Pfeifer;		Proof of Lilly's liability for	
					Manner; Schmitz; Murray; Ramseyer;		breach of contract and the	
				Email from Lance Pfeifer to Multiple Recipients re: IL-2	Klekotka; Ashrafzadeh; Taylor;		implied covenant of good	
Trial Exh 0762	4/15/2022	LLY00123912	LLY00123972	Conjugate BoD Agenda: Tuesday, April 19th	Mostaghimi; Robbins		faith and fair dealing	
	1			Email from Kathryn Ramseyer to Patrik Jonsson; Laurie			Proof of Lilly's liability for	
	1			Lynn Kowalevsky; Lotus Mallbris re:Rezpegaldeslukin (IL-			breach of contract and the	
m: 1E 1 0505	4/10/2022	I I V00100002	I I MODI 001 52	2 conjugate) Board of Directors - Pre-read and input from	D		implied covenant of good	
Trial Exh 0765	4/18/2022	LLY00188092	LLY00188152	NPP/GBD	Ramseyer; Taylor; Jonsson; Murray; Rao	1	faith and fair dealing	
							Proof of Lilly's liability for	
				D D'(('d ID 11 I I' D 1 6D')	Nirula; Klekotka; Pfeifer; Ashrafzadeh;		breach of contract and the	
T-i-1 E-b 0766	4/19/2022	I I V00000004	LLY00000261	PowerPoint titled Rezpegaldesleukin: Board of Directors	Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		implied covenant of good faith and fair dealing	
Trial Exh 0766	4/18/2022	LLY00000204	LLY00000261	Meeting	1 1			
					Klekotka; Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for	
				Eil f I Dfif t A i Nil EW- H 2 D-D	Schmitz; Taylor; Klekotka; Ashrafzadeh; Manner; Lancer Pfeifer; Murray;		breach of contract and the implied covenant of good	
Trial Exh 0769	4/19/2022	LLY00125548	LLY00125552	Email from Lance Pfeifer to Ajay Nirula re: FW: IL-2 BoD Meeting Minutes: Ready for your review	Huckstep; Ramseyer;		faith and fair dealing	
Thai Exil 0/09	4/19/2022	LL100123346	LL100123332	Wiceting Windies. Ready for your review	Huckstep, Ramseyer,		Proof of Lilly's liability for	
					Nirula; Klekotka; Pfeifer; Ashrafzadeh;		breach of contract and the	
					Taylor; Skovronsky; Schmitz; Manner;		implied covenant of good	
Trial Exh 0770	4/19/2022	LLY00001374	LLY00001377	IL-2 Conjugate BOD meeting minutes	Murray; Huckstep; Klekotka; Rao		faith and fair dealing	
					р,			
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
						Kotzin; Ruddock; Zalevsky;		develop Rezpeg; Cross examination
Trial Exh 0771	4/19/2022	Nektar00000090823	Nektar00000090825	Email from B. Kotzin Re Interim analysis results		Klekotka		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Jeremy Huckstep to Lance Pfeifer; Rodger M			implied covenant of good	
Trial Exh 0780	4/25/2022	LLY00691891	LLY00691891	Taylor re: IL-2 contract language re timing of 4 indications	Huckstep; Pfeifer; Taylor		faith and fair dealing	
	1						Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
				Baricitinib/Olumiant - Phase 2 Atopic Dermatitis - CSR	Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0783	4/26/2022	LLY02474880	LLY02474880	Addendum	Ramseyer; Pfeifer; Robbins	1	faith and fair dealing	+
	1							Relevant to collaboration
								partnership and Rezpeg background;
Trial Exh 0785	4/27/2022	Nektar00000412493	Nektar00000412493	Email announcing May 3, 2022 is Dan's last day		Hugkston, Dfoifs-		cross examination of the named Nektar witness(es).
11181 EXII U/85	4/2//2022	NCK(ar00000412493	1NEKIAFUUUUUU412493	Eman announcing May 5, 2022 is Dan's last day		Huckstep; Pfeifer	D. C. CITTLE P. LTC. C.	incatai williess(es).
					Hardeston Asharfar I.I. C.I. C.		Proof of Lilly's liability for	
	1				Huckstep; Ashrafzadeh; Schmitz; Murray; Ramseyer; Pfeifer; Klekotka;		breach of contract and the implied covenant of good	
Trial Exh 0787	4/29/2022	LLY01361027	LLY01361029	IL-2 Core Team Meeting	Taylor		faith and fair dealing	
THAT EAST U/O/	+12712022	EE 101301027	LL 1 01301027	112-2 Core Team Weeting	Taylot	1	raidi anu ian ucanng	Delement to collect
								Relevant to collaboration
	1							development decisions to defend against Nektar's breach of contract
				Email from B. Kotzin to A. Ashrafzadeh re Accepted: IL-2				claims; Cross examination of the
Trial Exh 0791	5/2/2022	Nektar00000276110	Nektar00000276110	Conjugate Medical Meeting		Ashrafzadeh; Kotzin		named Nektar witness(es)
	3,2,2322		1.0		1		Proof of Lilly's liability for	
							breach of contract and the	
	1						implied covenant of good	
Trial Exh 0792	5/3/2022	LLY00104099	LLY00104107	PowerPoint titled Rezpegaldesleukin Early CD Criteria	Taylor; Schmitz		faith and fair dealing	
					1	i .		1

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0795	5/4/2022	Nektar00000221105	Nektar00000221106	Email from Wu re NKTR-255.01 Trial Schema.pptx		Ruddock		develop Rezpeg; cross examination of the named Nektar witness(es).
11141 2541 0775	J. 1/2022	11000000221103	11000000221100	Email from G. Labrucherie to J. Zalevsky and J. Ruddock				Cross examination of the named
Trial Exh 0796	5/4/2022	Nektar00000864920	Nektar00000864920	re Lebrikizumab Phase 2		Ruddock; Zalevsky		Nektar witness(es).
							Proof of Lilly's liability for	
				E 116 F B016 - F FF F F	a all is paid to the		breach of contract and the	
Trial Exh 0801	5/6/2022	LLY00928989	LLY00928999	Email from Lance Pfeifer to Jeremy Huckstep re: FW: AtD decision tree after Lupus and UC readout	Carsetn Schmitz; Pfeifer; Huckstep; Ashrafzadeh; Klekotka		implied covenant of good faith and fair dealing	
THAI EXII 0001	5/0/2022	LL100928989	LL100928999	decision tee arei Eupus and Ge readout	Asinaizaden, Kickotka		raitii and raii dearing	
							Proof of Lilly's liability for	
							breach of contract and breach	
				Email from Lance Pfeifer to Kathryn Ramseyer re: FW:			of the implied covenant of	
Trial Exh 0802	5/6/2022	LLY00850060	LLY00850071	AtD decision tree after Lupus and UC readout	Pfeifer; Ramseyer; Taylor		good faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
				Email from Ali Ashrafzadeh to Jeremy Huckstep re: RE:			of the implied covenant of	
Trial Exh 0803	5/6/2022	LLY00848877	LLY00848884	AtD decision tree after Lupus and UC readout	Huckstep; Ashrafzadeh		good faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Ziqiao Wang to Songqing Na, Carsten Schmitz,			breach of contract and the	
Trial Exh 0804	5/9/2022	LLY02138009	LLY02138048	Nicholas Saxena Ellinwood, Puvi Prajapati re: Meeting with Pandu tomorrow	Schmitz		implied covenant of good faith and fair dealing	
Thai Exil 0004	3/3/2022	LL102138009	LL102136046	1 andu tomorrow	Schnitz		Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
				Email from Jennifer Michelle Recker to Patrik Jonsson,			faith and fair dealing; proof of	
				Ashley Diaz-Granados, and others re: ImBU LT Final SP-			damages caused by Lilly's	
Trial Exh 0805	5/10/2022	LLY02436163	LLY02436185	22 Review Pre-read	Jonsson; Murray		breaches	
							Proof of Lilly's liability for breach of contract and the	
				Email from Lance Pfeifer to Ajay Nirula re: Discussion			implied covenant of good	
Trial Exh 0806	5/10/2022	LLY00929842	LLY00929842	topics for our 1:1 on Thursday	Pfeifer; Nirula		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
							of the implied covenant of	
				Email from Lance Pfeifer to Seth Grimes, Stuart Gregory			good faith and fair dealing; proof of damages for Lilly's	
Trial Exh 0811	5/12/2022	LLY00126299	LLY00126326	re: FW: Nektar IL-2 Milestones	Pfeifer; Rao		breaches	
THAI EXII OOTT	3/12/2022	LET 001202))	EE100120320	To The Total In a file stories	Tioner, ruo		breaches	
				Email from Carsten Schmitz to Kathryn Ramseyer, Paul			Proof of Lilly's liability for	
				Klekotka, Rodger Taylor, David Manner, Lance Pfeifer, Ali			breach of contract and breach	
				Ashrafzadeh re: RE: IL-2 PEG decision tree for Atopic	Schmitz; Ramseyer; Klekotka; Taylor;		of the implied covenant of	
Trial Exh 0812	5/12/2022	LLY00849889	LLY00849902	Dermatitis	Manner; Pfeifer; Ashrafzadeh		good faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
				Email from Lance Pfeifer to Kathryn Ramseyer re: Decision			of the implied covenant of	
Trial Exh 0813	5/12/2022	LLY00848493	LLY00848505	tree slides	Pfeifer; Ramseyer;		good faith and fair dealing	
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract claims; Rebut and defend against
								Nektar's claim that Lilly failed to
								use commercially reasonable efforts
Trial Exh 0814	5/12/2022	LLY00930100	LLY00930103	Email from S. Grimes Re Nektar IL-2 Milestones/PTS		Pfeifer		to develop Rezpeg.
m ·	£ 11 0 10 **			Email from J. Ruddock to T. Haberberger re KFAN (RBA)		n		Cross examination of the named
Trial Exh 0817	5/13/2022	Nektar00000012348	Nektar00000012350	Request to review draft protocol by 13 May 22		Ruddock		Nektar witness(es).
Trial Exh 0818	5/13/2022	Nektar00000012353	Nektar00000012355	Email from J. Ruddock to M. Tagliaferri re KFAN (RBA) Request to review draft protocol by 13 May 22		Ruddock		Cross examination of the named Nektar witness(es).
LAII 0010	311312022	ckm100000012333	. tektai 00000012333	request to review draft producti by 13 may 22		- CONTROL CONT		Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
				Email from Kotzin re KFAN (RBA) Request to review				claims; Cross examination of the
Trial Exh 0819	5/13/2022	Nektar00000518127	Nektar00000518207	draft protocol by 13 May 22		Kotzin		named Nektar witness(es)

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
				Email from J. Ruddock to J. Zalevsky re KFAN (RBA)			-	Cross examination of the named
Trial Exh 0820	5/13/2022	Nektar00000864341	Nektar00000864423	Request to review draft protocol by 13 May 22		Ruddock; Zalevsky		Nektar witness(es).
Trial Exh 0821	5/13/2022	Nektar0000007888	Nektar0000007888	Email from C. Ali Re NKTR-358 Updates		Ali; Kotzin; Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
						, , , , , , , , , , , , , , , , , , , ,		
Trial Exh 0822	5/13/2022	Nektar00000518127	Nektar00000518133	Email from B. Kotzin Re KFAN Draft Protocol		Kotzin; Yu; Fanton; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0825	5/17/2022	LLY00931368	LLY00931369	Email from Lance Pfeifer to Jeremy Huckstep re: FW: IL-2 Lead Team agenda	Huckstep; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0826	5/17/2022	LLY00857331	LLY00857374	Email from Carsten Schmitz to Paul Klekotka re: CD200 BoD slides	Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
				Email from Kathryn Ramseyer to Jingyi Liu ;So Young Park re:Fwd: Early CD Criteria and Decision Tree Endorsed	Taylor; Ramseyer; Pfeifer; Murray;		Proof of Lilly's liability for breach of contract and the implied covenant of good	
Trial Exh 0827	5/17/2022	LLY00777939	LLY00777944	by ImBU LT	Klekotka; Alo Ashrafzadeh		faith and fair dealing	
T : 15 1 0000	5/17/2022	11 1000 5 5 200	LLY00856299	Email from David Manner to Ziqiao Wang re: RE: Favor to			Proof of Lilly's liability for breach of contract and breach of the implied covenant of	
Trial Exh 0828	5/17/2022	LLY00856298	LL100830299	ask re planned AtD data readout	Schmitz; Manner		good faith and fair dealing Proof of Lilly's liability for	
Trial Exh 0833	5/18/2022	LLY00855148	LLY00855148	Email from Ziqiao Wang to David Manner, Heng Zou re: RE: KFAD	Zou; Manner; Robbins		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0834	5/18/2022	LLY02435982	LLY02435987	Text Messages between Ajay Nirula and Daniel Skovronsky	Nirula; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing Proof of Lilly's liability for breach of contract and the	
							implied covenant of good	
Trial Exh 0835	5/18/2022	LLY00692448	LLY00692475	Email from Paul Klekotka to Ajay Nirula re: IAC	Nirula; Klekotka		faith and fair dealing	
Trial Exh 0839	5/19/2022	LLY00856297	LLY00856297	Email from Lance Pfeifer to Multiple Recipients re:Rezpegaldesleukin SLE Interim update	Taylor; Pfeifer; Nirula; Skovronsky; Jonsson; Klekotka; Ashrafzadeh; Ramseyer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0840	5/19/2022	LLY00856750	LLY00856750	Email from Rodger Taylor to Ajay Nirula, Dan Skovronsky, Kathryn Ramseyer, and others re: Rezpegaldesleukin (IL-2) Ph2 SLE Interim Assessment 3 readout and Next Steps	Taylor; Nirula; Skovronsky; Ramseyer; Jonsson; Murray; Klekotka		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0841	5/19/2022	LLY01350838	LLY01350838	Email from Rodger Taylor to Lotus Mallbris re: FW: Rezpegaldesleukin Ph2 SLE Interim Assessment 3 readout and Next Steps	Taylor; Ashrafzadeh; Nirula; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0842	5/19/2022	LLY01350838 Nektar00000099669	LLY01350838 Nektar00000099669	Email from Taylor re Rezpegaldesleukin (IL-2) Ph2 SLE Interim Assessment 3 readout and Next Steps	ramseyer; Piener	Ruddock; Kotzin; Zalevsky	good faun and fair deaning	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
				•	1		Proof of Lilly's liability for	
				Email from Victoria Rajamanickam to David Manner, Heng			breach of contract and the	
				Zou, Jordan Bauer re: [EXTERNAL] RE: KFAD- SAP	,		implied covenant of good	
Trial Exh 0846	5/20/2022	LLY02136347	LLY02136351	version 1.0	Zou; Manner		faith and fair dealing	
THAI EXII 0640	3/20/2022	LL102130347	LL102130331	VEISIOII 1.0	Zou, Mainiei			
							Proof of Lilly's liability for	
				Email from Rodger M Taylor to Jennifer Ruddock re: RE:			breach of contract and the	
				[EXTERNAL] Re: Rezpegaldesleukin (IL-2) Ph2 SLE			implied covenant of good	
Trial Exh 0847	5/20/2022	Nektar00000012629	Nektar00000012631	Interim Assessment 3 readout and Next Steps	Ali; Ruddock; Taylor; Huckstep; Pfeifer		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 0848	5/20/2022	Nektar00000863914	Nektar00000863915	Email from Robin re NKTR-358		Robin; Zalevsky; Ruddock		develop Rezpeg.
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from C. Ali re NKTR-358 Project Team meeting -				develop Rezpeg; cross examination
Trial Exh 0849	5/20/2022	Nektar00000891121	Nektar00000891127	17MAY22 minutes		Kotzin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 0850	5/20/2022	Nektar00000949929	Nektar00000949929	Email from Zalevsky re NKTR-358		Robin; Zalevsky		of the named Nektar witness(es).
THAI EXII 0030	3/20/2022	Nektai 00000949929	INCKIAI 00000949929	Elliali Itolii Zalevsky te tvk t k-538		Robin, Zaievsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from Ajay Nirula to Daniel Skovronsky re: SLE	Nirula; Pfeifer; Schmitz; Dan		breach of contract and breach	
				CSFs; attaching IL-2 Conjugate: Board of Directors	Skovronsky; Manner; Ashrafzadeh;		of the implied covenant of	
Trial Exh 0851	5/21/2022	LLY01336242	LLY01336307	Meeting, February 21, 2022	Robbins; Mostaghimi		good faith and fair dealing	
								Relevant to collaboration
								development decisions to defend
				Email from R. Taylor to A. Cherie and J. Ruddock re				against Nektar's breach of contract
				KFAN (RBA2) study protocol comments from Nektar and		Ruddock; Pfeifer; Huckstep;		claims; Cross examination of the
Trial Exh 0854	5/23/2022	LLY00931671	LLY00931674	Draft FAQs for SLE PH2 (KFAJ) IA3 Data Readout		Ramseyer; Cherie Ali		named Nektar witness(es)
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Kathryn Ramseyer to Lance Pfeifer re: Opening			implied covenant of good	
Trial Exh 0855	5/24/2022	LLY00778251	LLY00778251	comments	Ramseyer; Pfeifer		faith and fair dealing	
111th 25th 0055	5/21/2022	22100770231	EE100770E51				Proof of Lilly's liability for	
				Email from Carsten Schmitz to Lance Pfeifer; Ali	Schmitz; Pfeifer; Ashrafzadeh;		breach of contract and the	
				Ashrafzadeh; Kathryn Ramseyer; Paul Klekotka re: RE:	Ramseyer; Klekotka; Mostaghimi;		implied covenant of good	
Trial Exh 0856	5/25/2022	LLY00855633	LLY00855633	Added slides for IL-2 discussion tomorrow	Robbins; Rao		faith and fair dealing	
THAI EXII 0030	3/23/2022	LL 1 00833033	LL100833033	Added slides for IL-2 discussion tollioffow	Kooonis, Kao			
							Proof of Lilly's liability for	
							breach of contract and the	
					Schmitz; Pfeifer; Ashrafzadeh;		implied covenant of good	
Trial Exh 0857	5/25/2022	LLY00855634	LLY00855634	AtD study table [Attached to Depo. Exh. 273]	Ramseyer; Klekotka		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from Ali re Time Sensitive Request: NKTR-358				develop Rezpeg; cross examination
Trial Exh 0860	5/28/2022	Nektar00000151708	Nektar00000151709	Materials for NKTR 2Q22 BOD Meeting		Kotzin; Ruddock		of the named Nektar witness(es).
I -							Proof of Lilly's liability for	
1							breach of contract and the	
1				Email from David Manner to Ziqiao Wang, Heng Zou re:			implied covenant of good	
Trial Exh 0861	5/30/2022	LLY00856289	LLY00856293	RE: Easi scores in ADaM and SDTM are different	Zou; Manner		faith and fair dealing	
							Proof of Lilly's liability for	
1							breach of contract and the	
				Email from David Manner to Ziqiao Wang ;Heng Zou re:			implied covenant of good	
Trial Evt. 0062	5/30/2022	I I V00021060	LLY00931969	RE: Easi scores in ADaM and SDTM are different	Mannari ICON (Bul)			
Trial Exh 0862	3/30/2022	LLY00931969	LL100731909	KL. Last scores in ADawi and SDTW are different	Manner; ICON (Rylance)		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Ziqiao Wang to David Manner;Heng Zou -			breach of contract and the	
	[Network re: Re: Easi scores in ADaM and SDTM are	L		implied covenant of good	
Trial Exh 0863	5/30/2022	LLY00857395	LLY00857395	different	Zou; Manner		faith and fair dealing	
	1						Proof of Lilly's liability for	
							breach of contract and the	
				Email from Carsten Schmitz to Ziqiao Wang re: KFAD			breach of contract and the implied covenant of good	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
						,,	Proof of Lilly's liability for	2
							breach of contract and the	
				Email from Heng Zou to Ziqiao Wang; David Manner re:			implied covenant of good	
Trial Exh 0868	5/31/2022	LLY00931659	LLY00931660	Re: Easi scores in ADaM and SDTM are different	Zou; Manner; Robbins; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
				E 36 77 W . H 7 D 31M			breach of contract and the	
Trial Exh 0869	5/31/2022	LLY00931948	LLY00931950	Email from Ziqiao Wang to Heng Zou; David Manner re: RE: Easi scores in ADaM and SDTM are different	Manner; Zou		implied covenant of good faith and fair dealing	
THAI EAH 0009	3/31/2022	LL100931948	LE100931930	RE. Easi scores in Abawi and 3D TW are different	Mainer, Zou		Proof of Lilly's liability for	
							breach of contract and the	
				Email from Carsten Schmitz to Nicole Elizabeth Campbell			implied covenant of good	
Trial Exh 0870	5/31/2022	LLY00931938	LLY00931942	re: Re: KFAE Annotated CRFs Review	Schmitz		faith and fair dealing	
								Relevant to collaboration
								development decisions to defend
				Email from C. Ali to J. Ruddock re NKTR-358 June 1				against Nektar's breach of contract claims; cross examination of the
Trial Exh 0871	5/31/2022	Nektar00000283690	Nektar00000283690	AM/PM meeting topics		Ruddock		named Nektar witness(es).
711di 25di 0071	5/51/2022	1 (cittar 0 0 0 0 2 0 3 0) 0	1 (CRITIC 00000 2030) 0	The first meeting topics		ruddoon		Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Emails between C. Ali and X. Wang re NKTR-358 Project				develop Rezpeg; cross examination
Trial Exh 0872	5/31/2022	Nektar00000413894	Nektar00000413976	Team meeting - 31MAY22 minutes		Kotzin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
				Email from Ali re NKTR-358 Project Team meeting -		Buthusiem; Zalevsky; Kotzin;		develop Rezpeg; cross examination
Trial Exh 0877	6/1/2022	Nektar00000720137	Nektar00000720144	31MAY22 Draft minutes		Ruddock		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from Carsetn Schmitz to Brian Kotzin re: Atopic			breach of contract and the	
m: 1 = 1 0001	c/4/2022			Dermatitis Advisory Board June 8th (Germany) - IL-2 data	Carsetn Schmitz; Pfeifer; Kotzin;		implied covenant of good	
Trial Exh 0881	6/4/2022	LLY00778544	LLY00778557	presentation	Ashrafzadeh; Klekotka		faith and fair dealing	
				Email from Brian Kotzin to Carsten Schmitz re: RE Atopic			Proof of Lilly's liability for breach of contract and the	
				Dermatitis Advisory Board June 8th (Germany) - IL-2 data	Kotzin; Carsten Schimitz; Pfeifer;		implied covenant of good	
Trial Exh 0882	6/5/2022	Nektar00000086110	Nektar00000086111	presentation	Ashrafzadeh; Klekotka		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
m: 1 = 1 0004	c (c (2 0 2 2	* * ********		Email from Carsten Schmitz to Kathryn Ramseyer re: RE:	Ramseyer; Pfeifer; Ashrafzadeh;		implied covenant of good	
Trial Exh 0884	6/6/2022	LLY00936000	LLY00936014	Clinical Team meeting with Nektar June 8th	Klekotka; Schmitz		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
				Email from Purvi Prajapati to Ali Ashrafzadeh re: KFAE	Manner; Schmitz; Huckstep;		implied covenant of good	
Trial Exh 0890	6/8/2022	LLY00854256	LLY00854265	Interim Slides	Ashrafzadeh		faith and fair dealing	
				Email from H. Robin to J. Zalevsky re Wondering how this				Cross examination of the named
Trial Exh 0891	6/8/2022	Nektar00000657653	Nektar00000657654	could potentially impact your program with Lilly?		Robin; Zalevsky; Ruddock		Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
				Email from Chowrira re Wondering how this could				develop Rezpeg; cross examination
Trial Exh 0892	6/8/2022	Nektar00000863611	Nektar00000863613	potentially impact your program with Lilly?		Zalevsky; Robin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
	1							claim that Lilly failed to use
Tai-1 E-1 0002	6/8/2022	N-1000000007170	N-1000000007100	Email from J. Zalevsky to B. Chowrira re Wondering how		7-1 D-bi		commercially reasonable efforts to
Trial Exh 0893	6/8/2022	Nektar00000867179	Nektar00000867180	this could potentially impact your program with Lilly?		Zalevsky; Robin		develop Rezpeg.
								Rebut and defend against Nektar's claim that Lilly failed to use
	1							commercially reasonable efforts to
	1			Email from H. Robin re Wondering how this could				develop Rezpeg; cross examination
Trial Exh 0894	6/8/2022	Nektar00001334544	Nektar00001334547	potentially impact your program with Lilly		Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
	1			E 76 Kd D d G t G t T			breach of contract and the	
Trial Exh 0900	6/9/2022	LLY00777381	LLY00777382	Email from Kathryn Ramseyer to Carsten Schmitz, Ali Ashrafzadeh re: RE: Nektar/Lilly follow up	Ramseyer; Schmitz; Ashrafzadeh; Rao		implied covenant of good faith and fair dealing	
Hai Ean 0500	0/2/2022	LL100///301	LL100///302	A Some Zaden Te. RE. IVektai/Elliy follow up	Kamseyer, Schmitz, Ashratzauen, Rao		raidi anu ian ucanng	
	1						Proof of Lilly's liability for	
	1						breach of contract and breach	
	1			Email from Ali Ashrafzadeh to Brian Kotzin re: Todays			of the implied covenant of	
Trial Exh 0901	6/9/2022	LLY00931831	LLY00931840	Slides	Ashrafzadeh; Kotzin; Schmitz		good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0903	6/10/2022	LLY02304567	LLY02304570	Email from Carsten Schmitz to Ziqiao Wang re: RE: IL2 CD200R summary	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0906	6/13/2022	Nektar00000160725	Nektar00000160727	Email from Liu re Today's Slide		Zalevsky; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; relevant to jury understanding of interim analyses, a key issue relevant to parties' claims and defenses; cross examination of the named Nektar witness(es).
THAI EXII 0900	0/13/2022	Nektai 00000 100 723	Nektai 00000100727	Email from Elu le Today's Silde		Zaievsky, Kotziii	Proof of Lilly's liability for	the named (vektar witness(es).
Trial Exh 0910	6/14/2022	LLY01345285	LLY01345286	Email from Carsten Schmitz to Stepen Boesing, David Manner, Purvi Prajapati re: RE: AD guidance	Schmitz; Manner		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0912	6/15/2022	LLY00185849	LLY00185881	PowerPoint titled IL-2 BoD-2022-06-17-FINAL.pdf	Murray; Ramseyer; Jonsson; Taylor; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0913	6/15/2022	Nektar00000327370	Nektar00000327370	Email from Brian Kotzin to Jennifer Ruddock ;Jonathan Zalevsky re: Interim Analyses in the NKTR-358 Phase 2b atopic dermatitis study	Kotzin; Ruddock; Zalevsky	Kotzin; Ruddock; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
				Email from David Manner to Lance Pfeifer re: David			Proof of Lilly's liability for breach of contract and the implied covenant of good	. ,
Trial Exh 0914	6/15/2022	LLY01345248	LLY01345250	Murray mentioned you in "IL-2 BoD-2022-06-17-DRAFT".	. Manner; Murray; Schmitz; Pfeifer		faith and fair dealing	
Trial Exh 0915	6/15/2022	Nektar00000715042	Nektar00000715042	Email from C. Ali re NKTR-358 Ph2b AtD interim analysis assessment		Ali; Kotzin; Liu; Yu; Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0922	6/16/2022	LLY00185847	LLY00185848	Email from Kathryn Ramseyer to Patrik Jonsson, Laurie Lynn Kowalevsky, Lotus Mallbris re: Rezpegaldeslukin (IL- 2 conjugate) Board of Directors - Pre-read and input from NPP/GBD	Murray; Ramseyer; Jonsson; Taylor; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0923	6/16/2022	LLY00777530	LLY00777534	Email from Rodger Taylor to Multiple Recipients re: Fwd: NKTR-358 AtD Input from Nektar	Zalevsky; Skovronsky; Ramseyer; Pfeifer; Huckstep; Taylor; Murray; Ruddock; Cheri Ali		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0928	6/17/2022	LLY00147671	LLY00147706	Email from David Manner to Jonathan Denne re: Fwd: Rezpegaldesleukin (IL-2 Conjugate) BoD Meeting: Friday, June 17th	Pfeifer; Skovronsky; Jonsson; Ramseyer; Schmitz; Klekotka; Ashrafzadeh; Manner; Nirula; Huckstep; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0929	6/17/2022	LLY001476/1	LLY01361093	IL-2 Conjudate BOD Meeting Minutes	Pfeifer; Skovronsky; Jonsson; Ramseyer; Schmitz; Klekotka; Ashrafzadeh; Manner; Nirula; Huckstep; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0930	6/17/2022	LLY01306974	LLY1306978	Email from Jeremy Huckstep to Kenneth L. Custer re: RE: Nektar alliance developments	Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Earl 2021	6/17/2022	11 V00195747	I I V00105770	Email from Lance Pfeifer to Multiple Recipients re: Rezpegaldesleukin (IL-2 Conjugate) BoD Meeting: Friday,	Pfeifer; Skovronsky; Jonsson; Ramseyer; Schmitz; Klekotka; Ashrafzadeh; Manner; Nirula; Huckstep; Murray;		Proof of Lilly's liability for breach of contract and the implied covenant of good	
Trial Exh 0931	6/17/2022	LLY00185745	LLY00185779	June 17th PowerPoint titled Rezpegaldesleukin: Board of Directors	Taylor Nirula; Klekotka; Pfeifer; Ashrafzadeh;		faith and fair dealing Proof of Lilly's liability for breach of contract and the implied covenant of good	
Trial Exh 0932	6/17/2022	LLY00000001	LLY00000033	Meeting Email from J. Zalevsky to D. Skovronsky re NKTR-358	Taylor; Skovronsky; Schmitz; Rao		faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 0933	6/17/2022	Nektar00000090702	Nektar00000090705	AtD Input from Nektar		Zakevsky; Skovronsky; Ruddock		develop Rezpeg.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
				Email from M. Schneider forwarding email from C. Ali re				develop Rezpeg; cross examination
Trial Exh 0939	6/20/2022	Nektar00000774845	Nektar00000774851	NKTR Project Team meeting - 14JUN22 minutes		Kotzin; Ruddock	Proof of Lilly's liability for	of the named Nektar witness(es).
					Pfeifer; Klekotka; Nirula; Schmitz;		breach of contract and the	
				Email from Lance Pfeifer to Multiple Recipients re:	Ramseyer; Manner; Murray; Skovronsky	;	implied covenant of good	
Trial Exh 0942	6/29/2022	LLY01336543	LLY01336547	Rezpegaldesleukin (IL-2 Conjugate) BoD Minutes	Jonsson		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
							implied covenant of good	Rebut and defend against Nektar
				Email from Adi Jayanthi to Multiple Recipients re:	Sasaki; Robin; Ruddock; Zalevsky;	Robin; Ruddock; Zalevsky;	faith and fair dealing; proof of damages caused by Lilly's	f allegations of damages or other harm; cross examination of the
Trial Exh 0944	6/30/2022	Nektar00000863356	Nektar00000863394	[EXTERNAL] RE: Project Newbirth Valuation discussion		Marais	breaches	named Nektar witness(es).
Trial Exh 0945	6/30/2022	Nektar00000160204	Nektar00000160206	Email from L. Sasaki re Updated Timelines - Research Programs		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
11111 2311 03 13	0,30,2022	71000000700207	100000100200	Frograms		Edicions	Proof of Lilly's liability for	or the named Frontal Withespeed).
Trial Exh 0946	7/1/2022	Nektar00000283603	Nektar00000283605	Email from Jeremy Huckstep to Cherie Ali; Jennifer Ruddock re: [EXTERNAL] Response to June 16th letter	Huckstep; Cheri Ali; Ruddock		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0947	7/1/2022	LLY00778732	LLY00778734	J. Huckstep Email with attachments		Huckstep; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Titu Emiloy II	77 17 2022	22100770732	EET COTTOTS I	2. Trackstep Email with accommend		rackstep, raddock		Rebut and defend against Nektar's
Trial Exh 0959	7/14/2022	Nektar00000099647	Nektar00000099647	Email from Kotzin re Follow-up from NKTR-358 Team meeting today		Zalevsky; Kotzin		claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under
Trial Exh 0964	7/20/2022	LLY02142868	LLY02142928	Immunology Update 7.22.22		Jonsson, Nirula	Proof of Lilly's liability for	the License Agreement standard.
Trial Exh 0970	7/26/2022	LLY01352342	LLY01352343	Email from Lance Pfeifer to Nicole Hu re: FW: Rezpegaldesleukin update	Pfeifer; Klekotka; Ramseyer; Schmitz; Ashrafzadeh; Taylor; Huckstep;		breach of contract and the implied covenant of good faith and fair dealing	
				Email from Rodger M Taylor to Kathryn Ramseyer ;Lance			Proof of Lilly's liability for	
				Pfeifer ;Jeremy Huckstep re: RE: [EXTERNAL] Re: AM/PM Discussion topic - KFAE (AtD) Ph2b Study			breach of contract and the implied covenant of good	
Trial Exh 0973	7/27/2022	LLY01312505	LLY01312507	Communications	Ramseyer; Pfeifer; Huckstep; Taylor		faith and fair dealing	
Trial Exh 0974	7/27/2022	Nektar00000012594	Nektar00000012594	Email from C. Ali re Agenda		Huckstep; Pfeifer; Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
THAI EAH 07/4	112112022	1 TORTAL 00000012394	11CKtd100000012394	Email from C. All te Agenda		ridensiep, riener, Ruddock		Rebut and defend against Nektar's
Trial Exh 0975	7/27/2022	Nektar00000862960	Nektar00000862970	Email from C. Ali re NKTR-358 Project Team meeting - 27JUL22 minutes		Ali; Fanton; Franke; Kotzin		claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0978	7/28/2022	LLY00777218	LLY00777219	Email from Kathryn Ramseyer to Rodger M Taylor re:Text for "What's changed?" slide	Ramseyer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 0984	8/3/2022	Nektar00000007849	Nektar00000007850	Email from Zalevsky re 258 DD Questions from Peanut		Zalevsky; Kotzin; Ruddock		of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for	
							breach of contract and the	
				Slide Deck: "CD200R Agonist Antibody (AI, LY3454738)			implied covenant of good	
Trial Exh 0989	8/4/2022	LLY02467478	LLY02467523	Board of Directors"	Schmitz; Nirula; Ramseyer; Rao		faith and fair dealing	
THAI EXII 0909	0/4/2022	LL102407478	EE102407323	Board of Directors	Schinitz, Iviiula, Rainscyct, Rao			
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lydia J Wilkinson to Ajay Nirula et al. re: Draft			implied covenant of good	
Trial Exh 0990	8/4/2022	LLY00693581	LLY00693584	CD200R Agonist BoD minutes - review requested	Nirula; Schmitzl Ramseyer		faith and fair dealing	
					Ali; Franke; Kotzin; Zalevsky; Ruddock;		Proof of Lilly's liability for	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against
				THE ALL STREET AND AND ADDRESS OF THE ALL OF	Nirula; Klekotka; Pfeifer; Ashrafzadeh;	Nirula; Klekotka; Pfeifer;	breach of contract and the	Nektar's claim that Lilly failed to
				Lilly/Nektar NKTR-358 Alliance - Joint Product Team	Huckstep; Manner; Murray; Taylor;	Huckstep; Ashrafzadeh; Manner;	implied covenant of good	use commercially reasonable efforts
Trial Exh 0992	8/5/2022	LLY00005714	LLY00005873	(JPT) Meeting Minutes and PowerPoint August 5, 2022	Robbins	Murray; Schmitz; Ramseyer	faith and fair dealing	to develop Rezpeg.
					Zalevsky; Kotzin; Tagliaferri; Nirula;		Proof of Lilly's liability for	
					Klekotka; Pfeifer; Ashrafzadeh; Taylor;		breach of contract and the	
					Skovronsky; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0993	8/5/2022	LLY00002676	LLY00002827	PowerPoint titled IL-2 Conjugate JPT Meeting	Huckstep; Klekotka; Mostaghimi; Rao		faith and fair dealing	
					1			Relevant to collaboration
					Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer;	Nirula; Klekotka; Pfeifer;	Proof of Lilly's liability for breach of contract and the implied covenant of good	development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts
Trial Exh 0994	8/5/2022	LLY00006707	LLY00006710	NKTR-358 Alliance Joint Steering Committee Meeting	Taylor	Huckstep; Ramseyer	faith and fair dealing	to develop Rezpeg.
					Zalevsky; Ruddock; Kotzin; Fanton;		Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
					Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
T: 1E 1 0005	0 /5 /2022	N. 1	N. 1. 0000000000	NIZED 250 AU. I . D. I . E. M.				
Trial Exh 0995	8/5/2022	Nektar00000990707	Nektar00000990866	NKTR-358 Alliance Joint Product Team Minutes	Ramseyer; Pfeifer		faith and fair dealing	
							Proof of Lilly's liability for	
					Nirula; Skovronsky; Jonsson;		breach of contract and the	
				Ucenprubart/CD200r - Phase 1 Atopic Dermatitis - CSR	Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 0996	8/5/2022	LLY02474943	LLY02474943	Synopsis	Ramseyer; Pfeifer; Robbins		faith and fair dealing	
Trial Exh 0997	8/5/2022	LLY00005983	LLY00006080	PowerPoint titled IL-2 Conjugate JPT Meeting, February 18, 2022	Zalevsky; Kotzin; Ruddock; Cheri Ali; Fanton; Franke; Ajai Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer; Taylor; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
								Relevant to collaboration
Trial Exh 0998	8/5/2022	LLY00005557	LLY00005559	Nektar-Lilly JPT Final Agenda		Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer		development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
								Rebut and defend against Nektar's
T. 15 1 0000	8/5/2022	D. T. I. 00002220	D. T. I. 00002220	Called ACD from DIAID DAG Study VEAC		Variation Talandar		claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0999	0/3/2022	PureTech_00003228	PureTech_00003238	Solicited ISR from Ph1b PsO Study KFAC	1	Krueger; Zalevsky	D. C. CLULL F. LUE. C.	of the named ivertal withess(es).
Trial Exh 1000	8/6/2022	LLY02452085	LLY02452086	Email from Rodger Taylor to Rob D Swarts, Kathryn Ramseyer re:Re: Request from Lotus	Skovronsky; Taylor; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1002	8/8/2022			Press Release re Taltz Reformulation	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi;		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches.	
THALEXII 1002	0/8/2022			FIGSS REJEASE TE TAILZ RETOFINUIATION	Rao		breaches	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1004	8/9/2022	Nektar00000327301	Nektar00000327303	Email from K. Franke to K. Brodbeck re 358 Tech Review	1	Zalevsky; Kotzin		of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
	Date	Degili Dates	Entu Dates	Description	rektar sponsoring witness	Emy Sponsoring withess	recetar Exhibit rurpose	Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from J. McCumber re 09AUG22 TechOps: Technical				commercially reasonable efforts to
				Review - NKTR-358 Final Minutes; TechOps Technical				develop Rezpeg; cross examination
Trial Exh 1005	8/9/2022	Nektar00000862584	Nektar00000862593	Review Meeting Minutes		Kotzin		of the named Nektar witness(es).
	0/9/2022	Treatment of the second of the	1 (CRITIC 0 0 0 0 0 0 0 2 2 7 3					Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Franke email re 220809 TechOps Tech Review				develop Rezpeg; cross examination
Trial Exh 1006	8/9/2022	Nektar00000949908	Nektar00000949909	NKTR358_Draft		Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1007	8/10/2022	Nektar00000221300	Nektar00000221301	Email from Ruddock re Celldex slide prsentation 9:30 am		Ruddock; Zalevsky		of the named Nektar witness(es).
						•		
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Cross examination
Trial Exh 1008	8/10/2022	Nektar00000090625	Nektar00000090628	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from Caroline Burcham to multiple recipients re:	Kotzin; Taylor; Ramseyer; Pfeifer;		breach of contract and the	
				JPT/JSC Minutes: Rezpegaldesleukin Lead Team (15Aug)	Klekotka; Ashrafzadeh; Huckstep;		implied covenant of good	
Trial Exh 1009	8/15/2022	LLY01298525	LLY01298685	Agenda and Pre-reads	Murray; Manner		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Rodger Taylor to multiple recipients re:Re:			breach of contract and the	
				Rezpegaldesleuking ImBU 2023 Business Plan Budget -			implied covenant of good	
Trial Exh 1012	8/19/2022	LLY02458606	LLY02458615	Action requested	Taylor; Pfeifer		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Rodger Taylor to Kathryn Ramseyer, Ajay			implied covenant of good	
Trial Exh 1015	8/22/2022	LLY01318089	LLY01318091	Nirula, Lance Pfeifer, Paul Klekotka re: RE: Text from JZ	Taylor; Pfeifer; Klekotka; Ramseyer		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	n
							of the implied covenant of	
							good faith and fair dealing;	
							proof of damages for Lilly's	
Trial Exh 1016	8/22/2022	LLY02458930	LLY02458932	Minutes of Immunology RDSC Meeting of 8/22/2022	Skovronsky; Nirula		breaches	
							Proof of Lilly's liability for	
				E 76 MOLING DI EL TILLAD			breach of contract and the	
TE 1 1017	0/22/2022	113/00002750	1.1.3/00002750	Email from Mitchell Stayer to Rodger Taylor re: Lebri AD	T 1 16		implied covenant of good	
Trial Exh 1017	8/23/2022	LLY00983750	LLY00983750	in Dupi-Experienced Patients	Taylor; Murray		faith and fair dealing	
							D. C. CLULLE LUE C	
							Proof of Lilly's liability for breach of contract and breach	
				Email from Lance Pfeifer to Zach Neeb re: FW:			of the implied covenant of	1
Trial Exh 1021	8/24/2022	LLY02357623	LLY02357646	Immunology TA Review Wednesday Aug 24th	Nirula; Pfeifer		good faith and fair dealing	
THAI EAH 1021	0/24/2022	LL 102337023	LL102337040	minunology 14 Review Wednesday Aug 24th	Iviruia, i iciici			
							Proof of Lilly's liability for	Pabut and dafand against Mal-+'-
							breach of contract and the implied covenant of good	Rebut and defend against Nektar's claim that Lilly failed to use
				Email from Jonathan Zalevsky to Brian Kotzin, Jennifer				f commercially reasonable efforts to
				Ruddock, Lorin Sasaki re: RE: [EXTERNAL] Re: NKTR-			damages caused by Lilly's	develop Rezpeg; cross examination
Trial Exh 1024	8/25/2022	Nektar00000867017	Nektar00000867018	358 Timeline & Milestone - Update	Zalevsky; Kotzin; Ruddock; Sasaki	Kotzin; Ruddock; Zalevsky	breaches	of the named Nektar witness(es).
	5,25,2622				, rousin, Ruddock, Busaki			
							Proof of Lilly's liability for breach of contract and the	Rebut and defend against Nektar's
							implied covenant of good	claim that Lilly failed to use
								f commercially reasonable efforts to
				Email from Jill Thomsen to Jennifer Ruddock re: RE:			damages caused by Lilly's	develop Rezpeg; cross examination
	1	Nektar00000717637	Nektar00000717640	NKTR-358 Timeline & Milestone - Update	Zalevsky; Kotzin; Ruddock; Sasaki	Ruddock; Kotzin; Zalevsky	breaches	of the named Nektar witness(es).
Trial Exh 1025	8/25/2022			· · · · · · · · · · · · · · · · · · ·	2	,	Proof of Lilly's liability for	Rebut and defend against Nektar's
Trial Exh 1025	8/25/2022	NCKtai 00000717037						
Trial Exh 1025	8/25/2022	NCK1100000717037						
Trial Exh 1025	8/25/2022	Nektar0000717037					breach of contract and the	claim that Lilly failed to use
Trial Exh 1025	8/25/2022	NCKI 100000717037		Email from Adi Javanthi to Jill Thomsen, Lorin Sasaki, and			breach of contract and the implied covenant of good	claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 1025	8/25/2022	NCKI (100000717037		Email from Adi Jayanthi to Jill Thomsen, Lorin Sasaki, and others re: [EXTERNAL] RE: Project Newbirth Nektar &	Zalevsky; Kotzin; Ruddock; Robin;		breach of contract and the implied covenant of good	claim that Lilly failed to use

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Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose Proof of Lilly's liability for	Lilly Exhibit Purpose
Trial Exh 1028	8/26/2022	LLY00983565	LLY00983568	Email from Kathryn Ramseyer to Stephen Boesing, Lance Pfeifer, Rodger Taylor re: RE: SLE data impact potential	Pfeifer; Taylor; Ramseyer		breach of contract and the implied covenant of good faith and fair dealing	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1029	8/26/2022	Nektar00000862440	Nektar00000862443	Thomsen email re budget milestones		Zalevsky		of the named Nektar witness(es).
Trial Exh 1033	8/29/2022	LLY01356220	LLY01356221	Email from Danny Wood to Lance Pfeifer re: Re: Action item from last week's AM/PM meeting	Pfeifer; Klekotka; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1035	8/30/2022	LLY00102001	LLY00102003	2022-08 - August - IL2 Summary Report.docx	Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1039	9/1/2022	Nektar00000950021	Nektar00000950182	Email from Zalevsky re NKTR-358 05AUG22 JPT draft minutes for review		Zalvesky; Kotzin; Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1041	9/2/2022	Nektar00000012863	Nektar00000012870	Email from Vivian Wu to Jennifer Ruddock re: Announcement of REZPEG (NKTR-358) Phase 1b Results in Atopic Dermatitis and Psoriasis at EADV	Schmitz; Zou; Klekotka; Kotzin; Zalevsky; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1042	9/6/2022	Nektar00000099555	Nektar00000099555_	Email from Lance Pfeifer to Cammy DeLuca-Flaherty, Jennifer Ruddock, Rodger Taylor, Jeremy Huckstep re: [EXTERNAL] Action item from last week's AM/PM meeting	Lance Pfier; Ruddock; Rodger M Taylor; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1044	9/7/2022	LLY01318118	LLY01318135	SVB Article titled Rezpeg has Clinical and PD impact in AtD, but Murky Path Forward	Ramseyer; Taylor; Huckstep; Murray; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1044	9/8/2022	Nektar00000007823	Nektar00000007831	Email from J. Zalevsky re LLY News	Robbins; Mostagnimi	Zalevsky; Ruddock; Kotzin	raith and fair deaning	Cross examination of the named
				·				Nektar witness(es). Cross examination of the named Nektar witness(es).
Trial Exh 1047	9/8/2022	Nektar0000007832	Nektar0000007833	Email from J. Zalevsky re LLY News Email from J. Ruddock re LLY news		Zalevsky; Ruddock; Kotzin Zalevksy; Ruddock; Kotzin; Mostaghimi		Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 1050	9/11/2022	Nektar00000461010	Nektar00000461170	Email from DeLuca-Flaherty re Meeting minutes		Huckstep; Ruddock	Proof of Lilly's liability for breach of contract and the	develop Rezpeg.
Trial Exh 1052	9/13/2022	LLY01296948	LLY01296993	PowerPoint titled IL-2 Conjugate: Board of Directors Meeting, September 13, 2022	Nirula; Ramseyer; Ashrafzadeh; Pfeifer; Klekotka; Schmitz		implied covenant of good faith and fair dealing	
				Email from J. Ruddock to M. Tagliaferri re Announcement of REZPEG (NKTR-358) Phase 1b Results in Atopic				Cross examination of the named
Trial Exh 1053	9/13/2022	Nektar00000284235	Nektar00000284238	Dermatitis and Psoriasis at EADV		Ruddock		Nektar witness(es).
Trial Exh 1059	9/18/2022	N/A	N/A	https://www.nektar.com/wp-content/uploads/2025/09/EADV-2025_Silverberg-et-al_Rezpegaldesleukin_REZOLVE-AD.pdf		Zalevsky; Yu; Liu; Fanton; Jue; Kotzin; Tagliaferri		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of Named Nektar witnesses
Trial Exh 1061	9/19/2022	LLY00860177	LLY00860211	Email from Purvi Prajapati to multiple recipients re: CD200R team's plan for PIC discussion	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the
Trial Exh 1062	9/19/2022	Nektar00000086141	Nektar00000086141	Email from Kotzin re NKTR-358 PTM Tuesday 20SEP		Kotzin	Proof of Lilly's liability for breach of contract and the	named Nektar witness(es).
Trial Exh 1068	9/21/2022	LLY01350371	LLY01350528	Email from David Murray to Jeremy Huckstep re: Rezpeg Market Research	Huckstep; Murray; Pfeifer; Ramseyer; Mostaghimi; Robbins		implied covenant of good faith and fair dealing	
Trial Exh 1069	9/21/2022	LLY00125753	LLY00125910	Email from Jeremy Huckstep to Cammy DeLuca-Flaherty, Jennifer Ruddock re: Rezpeg Market Research Information	Huckstep; Pfeifer; Taylor; Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1070	9/21/2022	LLY00775218	LLY00775218	Email from L. Pfeifer re Rezpeg medical meeting agenda		Klekotka; Ashrafzadeh; Kotzin; Pfeifer; Schmitz; Ramseyer; Murray; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1074	9/26/2022	LLY00126362	LLY00126434	Email from Rodger Taylor to Kathryn Ramseyer, Mitchell Stayer, and others re: FW: Rezpeg Atopic Derm ISR Market Research	Huckstep; Ramseyer; Pfeifer; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	,
Trial Exh 1079	10/3/2022	Nektar00000174061	Nektar00000174061	Calendar Invite re Lilly Nektar Weekly AM/PM Meeting (Rezpeg market research review)		Klekotka; Ashrafzadeh; Kotzin; Pfeifer; Schmitz; Ramseyer; Murray; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1080	10/3/2022	Nektar00000147944	Nektar00000147944	Email from D. Yu re AtD Study Design Discussion: Follow up on Mtg with Lilly Stats		Yu; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1083	10/6/2022	LLY01122013	LLY01122074	Investigator's Brochure for Rezpeg	Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
					Klekotka; Murray; Pfeifer; Nirula; Ramseyer; Schmitz; Skovronsky; Zalevsky; Kotzin; Mostaghimi; Robbins;		Proof of Lilly's liability for breach of contract and breach of the implied covenant of	
Trial Exh 1084	10/6/2022	LLY01122013	LLY01122074	Rezpeg Investigator's Brochure	Rao		good faith and fair dealing	
Trial Exh 1085	10/6/2022	Nektar00000147540	Nektar00000147541	Email from D. Yu Rezpegaldesleukin medical meeting agenda		Yu; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1086	10/7/2022	LLY00860978	LLY00860979	Email from Kathryn Ramseyer to Patrik Jonsson re: RE: Option for live discussion prior to the 10/21 rezpeg BOD meeting for atopic dermatitis	Jonsson; Ramseyer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1089	10/10/2022	Nektar00000160072	Nektar00000160079	Email from B. Kotzin re AtD Study Design Discussion: Follow up on Mtd with Lilly Stats		Yu; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1091	10/13/2022	Nektar00000160058	Nektar00000160061	Email from Y. Liu re AtD Study Design Discussion: Follow up on Mtg with Lilly Stats		Yu; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for breach of contract and breach	
				Rezpegaldesleukin: Development Advisory Council (DAC)	Ramseyer; Klekotka; Schmitz; Robbins;		of the implied covenant of	
Trial Exh 1096	10/17/2022	LLY00000850	LLY00000883	Review of Atopic Dermatitis Phase 2b Design KFAE	Mostaghimi		good faith and fair dealing	
					Pfeifer; Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for	
					Klekotka; Schmitz; Manner;		breach of contract and the	
				Email from Lance Pfeifer to Ajay Nirula, Henry Bryant, and	Ashrafzadeh; Ramseyer; Taylor; Murray;		implied covenant of good	
Trial Exh 1097	10/18/2022	LLY00200779	LLY00200865	others re: Rezpegaldesleukin BoD Pre-reads	Huckstep; Robbins		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and breach	
							of the implied covenant of	
Trial Exh 1103	10/20/2022	LLY02467598	LLY02467629	CD200R Board of Directors PowerPoint	Schmitz		good faith and fair dealing	
							Proof of Lilly's liability for	
					Robbins; Nirula; Skovronsky; Jonsson;		breach of contract and the	
				Rezpegaldesleukin BOD Meeting Minutes, October 21,	Ashrafzadeh; Schmitz; Manner;		implied covenant of good	
Trial Exh 1106	10/21/2022	LLY01338305	LLY01338307	2022	Klekotka; Taylor; Ramseyer; Pfeifer		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
				PowerPoint titled Rezpegaldesleukin: Board of Directors	Pfeifer; Klekotka; Nirula; Schmitz;		implied covenant of good	
Trial Exh 1107	10/21/2022	LLY01337225	LLY01337267	Meeting BoD Date: October 21st, 2022	Ramseyer; Manner; Murray; Mostaghimi		faith and fair dealing	
	-	-		****			Proof of Lilly's liability for	
							breach of contract and the	
					Skovronsky; Pfeifer; Schmitz; Jonsson;		implied covenant of good	
Trial Exh 1108	10/21/2022	LLY01348199	LLY01348201	IL-2 Conjugate BOD Minutes	Ramseyer; Klekotka; Manner		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
Trial Exh 1109	10/21/2022	LLY00090955	LLY00090993	KFAD Statistical Analysis Plan	ICON (Rylance); Manner; Zou		faith and fair dealing	
THAI EXII TTO	10/21/2022	LL 1 000 / 0 / 3 3	EE100070773	THE State Steel Control of the Steel of the	Teory (reynance); France; Zou		Proof of Lilly's liability for	
							breach of contract and the	
				Email from Lance Pfeifer to Jenny Wen Jing Liu re: Fwd:	Nirula; Ramseyer; Ashrafzadeh; Pfeifer;		implied covenant of good	
Trial Exh 1112	10/24/2022	LLY01299735	LLY01299736	Rezpeg BoD Meeting: Phase 2b AtD study endorsed!	Klekotka; Schmitz; Taylor		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good faith and fair dealing; proof of	
				Email from David Murray to Mitchell Stayer, Julie Maxwell			damages caused by Lilly's	
Trial Exh 1113	10/26/2022	LLY02171019	LLY02171021	re: RE: IL2 AD Forecast	Murray; Robbins		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 1114	10/26/2022	LLY02435928	LLY02435928	Text Messages - Ajay Nirula; Lotus Mallbris	Nirula		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
				Email from Thomsen re Newbirth - Preliminary Honey &				develop Rezpeg; cross examination
Trial Exh 1116	10/27/2022	Nektar00000860677	Nektar00000860679	Hazel Relative Valuations		Robin; Ruddock; Zalevsky		of the named Nektar witness(es).
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
m: 15 1 11/-	10/01/2005			E 2 N.L. W. H. AMOMAN & A		DC C II I C D II C		claims; cross examination of the
Trial Exh 1119	10/31/2022	Nektar00000244713	Nektar00000244715	Email re Nektar Weekly AM/PM Meeting Agenda		Pfeifer; Huckstep; Ruddock		named Nektar witness(es).
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
				Email from J. Ruddock re Development Strategy Summary				develop Rezpeg; cross examination
Trial Exh 1125	11/3/2022	Nektar00000860594	Nektar00000860595	for REZPEG		Ruddock; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
m: 1E 1 1104	11/2/2022	N. 1. 00000000000	N. 1. 000000000000	Email chain between R. Bacci to J. Zalevsky and J.		71 1 7 11 1		develop Rezpeg; cross examination
Trial Exh 1126	11/3/2022	Nektar00000860596	Nektar00000860597	Ruddock re AtD Development Strategy	1	Zalevsky; Ruddock	1	of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 1127	11/3/2022	Nektar00000860601	Nektar00000860601	Email from J. Ruddock re Development Strategy Summary for REZPEG		Ruddock; Zalevsky		develop Rezpeg; cross examination of the named Nektar witness(es).
				Emiliform I Zalauda en Dandaman Stanton Santon				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
Trial Exh 1128	11/3/2022	Nektar00000866840	Nektar00000866840	Email from J. Zalevsky re Development Strategy Summary for REZPEG		Zalevsky; Ruddock		develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1131	11/9/2022	LLY02458006	LLY02458008	Rezpegaldesleukin BOD Meeting Minutes	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1132	11/9/2022	LLY02458001	LLY02458004	Email from Lance Pfeifer to Ajay Nirula, Henry Bryant, and others re: Rezpeg BoD minutes: Oct 21st meeting	Nirula; Skovronsky; Jonsson; Ramseyer; Pfeifer; Klekotka; Schmitz; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
				Email from K. Ramseyer to J. Huckstep and A. Nirula re				Relevant to collaboration development decisions to defend against Nektar's breach of contract
Trial Exh 1140	11/14/2022	LLY01353607	LLY01353608	Lilly JPT membership updates sent to Nektar		Huckstep; Nirula; Ramseyer		claims.
Trial Exh 1142	11/15/2022	LLY00778964	LLY00778967	Email from Kathryn Ramseyer to Paul Klekotka re: RE: IL- 2 JPT slides	Ramseyer; Klekotka; Schmitz; Pfeifer; Robbins; Mostaghimi; Manner		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Calc 1142	11/18/2022	11.00257074	LLY02258072	Lilly/Nektar NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, November 18, 2022 With	Danni Yu; Zalevsky; Kotzin; Fanton; Franke; Nirula; Ramseyer; Klekotka;	Zalevsky, Kotzin; Franke; Ruddock; Fanton; Yu; Liu; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh;	Proof of Lilly's liability for breach of contract and the implied covenant of good	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 1143	11/18/2022	LLY02257974	LLY02258072	Associated Slide Deck	Pfeifer; Huckstep; Ashrafzadeh; Schmitz	, Manner; Schmitz	faith and fair dealing Proof of Lilly's liability for	of the named Nektar witness(es)
Trial Exh 1144	11/18/2022	LLY00221162	LLY00221164	Lilly Nektar NKTR-358 Alliance - Joint Steering Committee Meeting Minutes, November 18, 2022	Zalevsky; Kotzin; Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Manner; Murray		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1145	11/18/2022	LLY00006081	LLY00006082	Nektar-Lilly JPT Final Agenda		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
				Email from DeLuca-Flaherty re Internal discussion "Rezpeg				Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the
Trial Exh 1146	11/18/2022	Nektar00000860346	Nektar00000860348	Asset Strategy/ KFAE CSFs		Ruddock; Kotzin; Zalevsky		named Nektar witness(es).
Trial Exh 1147	11/21/2022	Nektar00000860346	Nektar00000860347	Email from C. DeLuca-Flaherty re International discussion "Rezpeg Asset Strategy/KFAE CSFs"		Yu; Zalevsky; Ruddock; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
							Proof of Lilly's liability for breach of contract and the implied covenant of good	. ,
Trial Exh 1148 Trial Exh 1149	11/28/2022	LLY01361098 LLY00945353	LLY01361102	Portfolio Investment Council Meeting Minutes Manner email to Liu and Yu re further follow up on Nektar Stats Q&A	Pfeifer; Skovronsky; Nirula	Pfeifer; Manner	faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
L				Email from C. DeLuca-Flaherty re 2022 Achievement for				develop Rezpeg; cross examination
Trial Exh 1150	11/30/2022	Nektar00000147031	Nektar00000147032	Howard's slides/script for the Friday All-Hands		Kotzin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from C. DeLuca-Flaherty re 2022 Accomplishments				commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1152	12/1/2022	Nektar00000859760	Nektar00000859762	NKTR-358 DRAFT for Review		Kotzin; Zalevsky		of the named Nektar witness(es).
THAI EAH 1132	12/1/2022	14CK18I1000000337700	14CKtai 000000337702	INCIR-538 DRAFT for Review		Kotziii, Zaicvsky		
								Relevant to collaboration
								development decisions to defend against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
								use commercially reasonable efforts
								to develop Rezpeg; Cross
								examination of the named Nektar
Trial Exh 1153	12/1/2022	Nektar00000859769	Nektar00000859771	NKTR-358 Accomplishments 2022: Early Development		Zalevsky; Kotzin		witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 1154	12/1/2022	Nektar00000218013	N. 1. 00000210012	Email from Y. Liu re Rezpeg Asset Strategy Discussion		v		develop Rezpeg; Cross examination
Trial Exh 1154	12/1/2022	Nektar00000218013	Nektar00000218013	Rescheduled to 05DEC, 1p PT - Apologies and Question		Yu		of the named Nektar witness(es). Cross examination of the named
Trial Exh 1156	12/2/2022	Nektar00000934572	Nektar00000934573	Email from V. Wu to H. Robin re FTE Meeting - Final Presentation		Robin; Ruddock		Nektar witness(es).
THAI EAH 1130	12/2/2022	14CKtai 00000934372	14CKtar00000934373	1 resentation		Room, Raddock		* *
								Relevant to collaboration
								development decisions to defend against Nektar's breach of contract
								claims; Rebut and defend against
								Nektar's claim that Lilly failed to
				Email from Yu re 20221206: Quick discussion on the				use commercially reasonable efforts
Trial Exh 1159	12/6/2022	LLY00873753	LLY00873762	futility plan for Rezpeg KFAE (AtD ph2b)		Manner		to develop Rezpeg.
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from D. Yu re Quick discussion on the futility plan				develop Rezpeg; Cross examination
Trial Exh 1160	12/6/2022	Nektar00000647280	Nektar00000647281	for Rezpeg KFAE (AtD ph2b)		Yu		of the named Nektar witness(es).
								Bl. 116 1 CANA
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
				Email from re D. Yu re Internal discussion "Rezpeg Asset				develop Rezpeg; Cross examination
Trial Exh 1164	12/7/2022	Nektar00000859749	Nektar00000859752	Strategy"		Yu; Ruddock; Kotzin; Zalevsky		of the named Nektar witness(es).
								Relevant to collaboration
								development decisions to defend
								against Nektar's breach of contract
				Email from DeLuca-Flaherty re Rezpeg Asset Strategy				claims; cross examination of the
Trial Exh 1165	12/9/2022	Nektar00000160028	Nektar00000160029	Slide for Your Edits/ Tweaks UPDATED		Kotzin; Zalevsky; Ruddock		named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
				Email from re C. DeLuca-Flaherty re Internal discussion				develop Rezpeg; Cross examination
Trial Exh 1166	12/9/2022	Nektar00000099474	Nektar00000099475	"Rezpeg Asset Strategy"		Yu; Kotzin; Ruddock; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Relevant to Lilly's
								efforts, expertise, and resources to
								develop Rezpeg or other relevant
				Email from Yu re 20221213: Reserve the time for the				drugs relevant under the License
Trial Exh 1172	12/13/2022	LLY00875037	LLY00875039	follow up on the futility rule plan	1	Manner		Agreement standard.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1175	12/14/2022	LLY00780175	LLY00780179	Email from C. DeLuca-Flaherty re IL-2 conjugate Alliance Medical Meeting		Zalevsky; Schmitz; Kotzin; Pfeifer; Ashrafzadeh; Klekotka; Murray; Manner; Ramseyer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
T.:-1 F.:-1 1176	12/14/2022	N-1400000772007	NI-100000772114	Email from J. Thomsen re Project Newbirth - Discussion		C1.:		Cross examination of the named
Trial Exh 1176 Trial Exh 1177	12/14/2022	Nektar00000773097	Nektar00000773114 LLY00008615	Material Clinical Study Report for J1P-MC-KFAC	Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Taylor; Mostaghimi; Robbins	Sasaki	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Nektar witness(es).
Trial Exh 1179	12/19/2022	LLY00780040	LLY00780044	Email from C. DeLuca-Flaherty to J. Huckstep re IL-2 conjugate Alliance Medical Meeting (Atopic Dermatitis Strategy Phase 2b Asset Strategy and Propose CSFs)		Huckstep; Schmitz; Pfeifer; Ashrafzadeh; Kotzin; Murray; Ramseyer; Klekotka; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1185	1/6/2023	LLY01337106	LLY01337107	Kotzin email re KFAE protocol draft for review		Schmitz; Kotzin; Pfeifer; Fanton; Klekotka		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1186	1/6/2023	Nektar00000461396	Nektar00000461398	Email from C. DeLuca-Flaherty re Internal Pre-Medical Meeting (Lilly)		Zalevsky, Kotzin; Yu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1188	1/9/2023	Nektar00000656958	Nektar00000656959	Appointment invitation re Rezpeg Biostat Lilly and Nektar		Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1189	1/9/2023	Nektar00000656958	Nektar00000656959	Email from D. Yu re Rezpeg Biostat Lilly and Nektar		Liu; Yu; Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 1191	1/10/2023	Nektar00000637446	Nektar00000637607	Email from Kotzin re Draft KFAE Protocol		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1192	1/10/2023	Nektar00000101014	Nektar00000101014	Email from C. DeLuca-Flaherty re Internal Pre-Medical Meeting (Lilly) this afternoon: Topics		Zalevsky; Kotzin; Yu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1196	1/11/2023	LLY00866941	LLY00866942	Yu email to Manner re question on KFAE protocol		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1200	1/13/2023	LLY00780608	LLY00780608	Email from David Murray to Mitchell Stayer and Kathryn Ramseyer re: RE: Rezpeg Development Program Pivot Brainstorm to String of Pearls	Murray; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination
				T. If and the state of the stat		W		of the named Nektar Witness(es); Relevant to collaboration development decisions to defend
Trial Exh 1210	1/19/2023	Nektar00000461578	Nektar00000461580	Email from C. DeLuca-Flaherty re (INTERNAL) Nektar & Lilly JPT/JSC 1Q23 Pre-wire Meeting		Kotzin; Zalevsky; Ruddock; Fanton; Franke; Liu		against Nektar's breach of contract claims.
Trial Exh 1212	1/23/2023	LLY00733798	LLY00733803	Email from Lance Pfeifer to Victoria T Dew, Rahul Malinowski re: PIC minutes for Rezpeg AtD phase 2b design approval	Pfeifer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1213	1/23/2023	LLY00867603	LLY00867605	Yu email re meeting minutes from Jan 23 2023 Rezpeg Biostat meeting with Lilly		Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1214	1/24/2023	LLY00865494	LLY00865494	Email from Kento Ueha to Ajay Nirula and Lance Pfeifer re:RE: Quick alignment on a Q&A	Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1215	1/24/2023	LLY00006185	LLY00006248	PowerPoint titled Lilly/Nektar NKTR-358 Alliance - Joint Product Team (JPT) Meeting, January 24, 2023	Ruddock; Zalevsky; Kotzin; Fanton; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
				, , , , , , , , , , , , , , , , , , ,	Ruddock; Zalevsky; Kotzin; Fanton; Nirula; Ramseyer; Klekotka; Pfeifer;	Zalevsky; Kotzin; Ruddock; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh;	Proof of Lilly's liability for breach of contract and the	Relevant to collaboration development decisions to defend
Trial Exh 1216	1/24/2023	LLY02258075	LLY02258143	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, January 24, 2023	Huckstep; Ashrafzadeh; Manner; Murray; Schmitz	Manner; Murray; Schmitz	implied covenant of good faith and fair dealing	against Nektar's breach of contract claims.
Trial Exh 1217	1/24/2023	Nektar00000970153	Nektar00000970221	NKTR-358 Alliance Joint Product Team Minutes	Zalevsky; Ruddock; Kotzin; Fanton; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1218	1/24/2023	Nektar00000991348	Nektar00000991372	NKTR-358 Alliance Joint Steering Committee Minutes	Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1219	1/24/2023	LLY00006178	LLY00006179	Nektar-Lilly JPT Final Agenda		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmit		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
						Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh;		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts
Trial Exh 1220	1/24/2023	LLY00006180	LLY00006248	Nektar-Lilly JPT Meeting Minutes Final		Manner; Murray; Schmitz		to develop Rezpeg. Relevant to collaboration
Trial Exh 1221	1/24/2023	LLY00006868	LLY00006869	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep		development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1225	1/29/2023	LLY00979060	LLY00979061	Email from L. Pfeifer re Consolidated ISR Questions		Ramseyer; Schmitz; Ashrafzadeh; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1227	1/30/2023	LLY00488095	LLY00488250	Protocol J1P-MC-KFAE	Kotzin; Zalevsky; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Huckstep; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1228	1/30/2023	Nektar00000461399	Nektar00000461401	Email from C. DeLuca-Flaherty re Prep for 01FEB Lilly Medical Meeting		Zalevsky; Yu; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1234	1/31/2023	LLY00779668	LLY00779669	Email from Ashrafzadeh re Rezpeg medical meeting agenda: Wednesday, February 1st		Ashrafzadeh; Pfeifer; Klekotka; Schmitz; Ramseyer; Manner; Murray; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1235	1/31/2023	Nektar00000012955	Nektar00000012957	Email from Ruddock re Q&A Document for REZPEG Data Read-out in SLE		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1236	1/31/2023	Nektar00000100966	Nektar00000100968	Email from D. Yu re 20230131: Prep for 01FEB		Zalevsky; Yu; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1237	2/1/2023	Nektar00000637907	Nektar00000637907	Slide Deck: Rezpeg SLE & AtD Market Research Final Report	Marais	Ruddock; Zalevsky; Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use f commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1240	2/6/2023	LLY02428497	LLY02428498	Microsoft Teams chat between Andy Wey and Ashrafzadeh regarding ISR collection of KFAJ	Ashrafzadeh; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1241	2/6/2023	Nektar00000462875	Nektar00000463006	Email from Cammy Deluca-Flaherty to John Rodermund re 2022 JSC	Zalevsky; Kotzin; Nirula; Klekotka; Ramseyer; Pfeifer; Huckstep		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1242	2/7/2023	LLY00733812	LLY00733821	Email from Lance Pfeifer to Rahul Malinowski re: FW: KFAJ Waves of Disclosure	Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1243	2/7/2023	LLY00780198	LLY00780231	Email from Jennifer Ruddock to Jeremy Huckstep, Lance Pfeifer, and others re: NKTR - Rezpeg Lupus Data PRs and QA DOCUMENT			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1244	2/8/2023	LLY01355808	LLY01355814	Email from J. Huckstep re Rezpegaldesleukin Program Annual Budget (response requested by Friday, Feb 10th) and IDP Memo Update	·	Nirula; Ramseyer; Ruddock; Zalevsky; Kotzin; Huckstep		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1246	2/9/2023	LLY01308731	LLY01308732	Email from David Murray to Michael Andrew Johnson re: FW: Rezpegaldesleukin: Upcoming Phase 2b SLE readout	Murray; Pfeifer; Ramseyer; Manner; Ashrafzadeh; Schmitz; Klekotka; Huckstep; Nirula; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1247	2/9/2023	LLY02428592	LLY02428592	Teams chat between Carsten Schmitz and Youna Zhao	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1248	2/9/2023	LLY00978975	LLY00978975	Email from Carsten Schmitz to Paul Klekotka, Ali Ashrafzadeh, and others re: KFAD ISR data - discussion with KFAD top enroller Dr Steve Schleicher	Klekotka; Ashrafzadeh; Pfeifer; Ramseyer; Murray; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for	
							breach of contract and breach	
Trial Exh 1249	2/9/2023	LLY01317187	LLY01317188	Email from Carsten Schmitz to Lance Pfeifer RE: Rezpegaldesleukin: Upcoming Phase 2b SLE readout	Schmitz; Pfeifer		of the implied covenant of good faith and fair dealing	
1 mai exti 1249	2/9/2023	LL10131/18/	LL10131/188	Rezpegaldesieukiii. Opcolling Fliase 20 SLE feadout	Schillitz, Fieller		good faith and fail dealing	
							Proof of Lilly's liability for	
							breach of contract and breach	
				Email from Cammy DeLuca-Flaherty to Jonathan Zalevsky			of the implied covenant of	
Trial Exh 1251	2/10/2023	Nektar00000058346	Nektar00000058346	re: KFAJ SAP	Robbins		good faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Andy Wey to Shanthi Sethuraman, Omolara Rashidat Adetunji, and others re: KFAJ PO DBL: Topline			breach of contract and the implied covenant of good	
Trial Exh 1257	2/13/2023	LLY02475058	LLY02475059	Results	Pfeifer; Klekotka; Ramseyer		faith and fair dealing	
11441 1201	2/13/2023	22102113030	EET 02 11 3 03 7		, , , , , , , , , , , , , , , , , , , ,		Proof of Lilly's liability for	
				Email from Lance Pfeifer to Andy Wey, David Manner, and			breach of contract and the	
				Kathryn Ramseyer re: What you have to believe: rezpeg			implied covenant of good	
Trial Exh 1259	2/14/2023	LLY02042359	LLY02042359	SLE	Pfeifer; Manner; Ramseyer		faith and fair dealing	
					Pfeifer; Klekotka; Ramseyer;		Proof of Lilly's liability for	
				PowerPoint titled Rezpegaldesleukin Board of Directors	Ashrafzadeh; Murray; Huckstep; Manner; Jonsson; Nirula; Skovronsky;		breach of contract and the implied covenant of good	
Trial Exh 1262	2/16/2023	LLY01068180	LLY01068226	Meeting Meeting	Robbins		faith and fair dealing	
THAI EAN 1202	2/10/2023	LL 101000100	EE 1 01000220	Meeting	Robbins		Proof of Lilly's liability for	
							breach of contract and the	
				Email from Peter McDonald Morrow to Danny Wood, Paul	Pfeifer; Klekotka; Ramseyer;		implied covenant of good	
Trial Exh 1263	2/16/2023	LLY01309017	LLY01309018	Klekotka, and others re: Rezpeg labeling risk update	Ashrafzadeh; Murray; Huckstep; Manner		faith and fair dealing	
							Proof of Lilly's liability for	
				E 16 W D' (MELD '' (EW	DILL DILL WALL TIEGE		breach of contract and the	
Trial Exh 1264	2/17/2023	Nektar00001336476	Nektar00001336477	Email from Vanessa Rivas to Multiple Recipients re: FW: KFAJ PO DBL Topline Readout_nektar.pptx	Robbins; Robin; Kotzin; Tagliaferri Ruddock		implied covenant of good faith and fair dealing	
THAI EXII 1204	2/11/2023	14CK18100001330470	14CKtai 00001330477	KI 10 10 BBE Topinic Readout_nextar.pptx	Ruddock		Proof of Lilly's liability for	
							breach of contract and the	
				Email from Jonathan Zalevsky to Jennifer Ruddock re:			implied covenant of good	
Trial Exh 1265	2/17/2023	Nektar00000301169	Nektar00000301170	KFAJ PO DBL Topline Readout_nektar.pptx	Zalevsky, Kotzin, Ruddock		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and breach	
							of the implied covenant of	
Trial Exh 1266	2/17/2023	LLY01937227	LLY01937293	KFAJ PO DBL Topline Readout bod with backup	Robbins		good faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Cammy Deluca-Flaherty to Jeremy Huckstep			breach of contract and the	
				and Jennifer Ruddock re: [EXTERNAL] Draft Minutes Ad	Kotzin; Zalevsky; Ruddock; Robin;		implied covenant of good	
Trial Exh 1269	2/20/2023	LLY01329016	LLY01329019	Hoc JSC Meeting 20FEB23	Huckstep; Nirula; Klekotka; Skovronsky		faith and fair dealing	
								Relevant to collaboration development decisions to defend
								against Nektar's breach of contract
						Zalevsky; Nirula; Kotzin;		claims; Cross examination of the
Trial Exh 1270	2/20/2023	LLY00895134	LLY00895138	Email from K. Ramseyer re KFAJ Topline TFLs		Ramseyer; Huckstep; Manner		named Nektar witness(es)
								Relevant to collaboration
								development decisions to defend
				Email from D. Manner to J. Zalevsky and B. Kotzin re		Zalevsky; Nirula; Kotzin;		against Nektar's breach of contract claims; Cross examination of the
Trial Exh 1278	2/22/2023	LLY01329806	LLY01329807	KFAJ: SRI-4 Per Protocol		Ramseyer; Huckstep; Manner		named Nektar witness(es)
						,		Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; Relevant to Lilly's
								efforts, expertise, and resources to develop Rezpeg or other relevant
						Tagliaferri; Kotzin; Ruddock;		drugs relevant under the License
Trial Exh 1279	2/22/2023	Nektar00000875572	Nektar00000875573	Email from M. Tagliaferri re Important Protocol Deviations		Zalevsky		Agreement standard.
						,		
								Rebut and defend against Nektar's
								claim that Lilly failed to use
						Duddeds Dekins Zeless'		commercially reasonable efforts to
Trial Exh 1280	2/22/2023	Nektar00001371464	Nektar00001371482	Email from J. Ruddock Re Draft Investor Call script		Ruddock; Robin; Zalevsky; Tagliaferri; Kotzin; Wilson		develop Rezpeg; Cross examination of Named Nektar witnesses
111al EXII 1200	414414043	11CK(a1000013 / 1404	14CKta1000013/1482	Linan from 3. Ruddock Re Dian investor Call Script		ragnarotti, Kotzin, wiisoli		or reamed recktar withesses

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
1101		- gm Dutto			Sponsoringmess		Proof of Lilly's liability for	
				Email from Jeremy Huckstep to Jennifer Ruddock,			breach of contract and the	
				Jonathan Zalevsky, and others re: Re: [EXTERNAL] Q&A			implied covenant of good	
				DOCUMENT - P2 REZPEG DATA (FOR LILLY			faith and fair dealing; rebut	
Trial Exh 1286	2/23/2023	Nektar00000008353	Nektar00000008356	REVIEW)	Huckstep; Ruddock; Kotzin; Zalevsky		Lilly's counterclaim	
								Rebut and defend against Nektar's
							Proof of Lilly's liability for	claim that Lilly failed to use
							breach of contract and the	commercially reasonable efforts to
				Email from Jennifer Ruddock to Brian Kotzin re: Fwd:			implied covenant of good	develop Rezpeg; cross examination
Trial Exh 1287	2/23/2023	Nektar00000233787	Nektar00000233800	New Slides and Script Update	Kotzin; Zalevsky; Ruddock	Ruddock; Kotzin; Zalevsky	faith and fair dealing	of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Nektar Therapeutics Announces Phase 2 Topline Data for				commercially reasonable efforts to
Trial Exh 1288	2/22/2022	NI/A		Rezpegaldesleukin in Patients with Systemic Lupus		Dakin Daddada 7-landa		develop Rezpeg; cross examination
Trial Exti 1288	2/23/2023	N/A		Erythematosus Press Release		Robin; Ruddock; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				PRNewswire Nektar Therapeutics Announces Phase 2				commercially reasonable efforts to
				Topline Data for Rezpegaldesleukin in Patients with		Kotzin; Zalevsky; Ruddock;		develop Rezpeg; Cross examination
Trial Exh 1289	2/23/2023	N/A	N/A	Systemic Lupus Erythematosus		Robin		of the named Nektar witness(es).
								Relevant to the jury's understanding
						Ruddock; Tagliaferri; Zalevsky;		of termination, a a key issue relevant
Trial Exh 1290	2/23/2023	Nektar00000008339	Nektar00000008352	Email from J. Ruddock re: P2 Rezpeg Data		Kotzin		to parties' claims and defenses.
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1293	2/24/2023	Nektar00000008334	Nektar00000008334	Rivas email re KFAJ study results		Robin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from M. Tagliaferri re Clinical Development Update				commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 1294	2/24/2023	Nektar00000875439	Nektar00000875440	for NKTR-225 Studies 02 and 03		Tagliaferri; Zalevsky		of the named Nektar witness(es).
THAI EAN 1274	2/24/2023	11CKtar 00000075457	14CRtai 00000075740	101 TVICTIC 223 Studies 02 and 03		Tagnarerri, zanevsky	Proof of Lilly's liability for	of the named (vextar withess(es).
							breach of contract and the	Rebut and defend against Nektar's
							implied covenant of good	claim that Lilly failed to use
				Email from Jonathan Zalevsky to Charleen Jue and Mary				commercially reasonable efforts to
				Tagliaferro re: Re: Cost Estimates for Potential New Trials			damages caused by Lilly's	develop Rezpeg; cross examination
Trial Exh 1298	2/28/2023	Nektar00000604264	Nektar00000604269	with Rezpeg	Tagliaferri; Zalevsky; Charleen Jue	Zalevsky	breaches	of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from Carsten Schmitz to Kathryn Ramseyer, Paul			breach of contract and breach	
m: 15 1 1200	2/20/2022	11101000000		Klekotka, Lance Pfeifer re: RE: AtD phase 2b KFAE-	al : p rail a para		of the implied covenant of	
Trial Exh 1299	2/28/2023	LLY01329692	LLY01329694	Action needed	Schmitz; Ramseyer; Klekotka; Pfeifer		good faith and fair dealing	
								Relevant to the jury's understanding
				Email from C. Jue to Jeffrey Wood re: Cost Estimates for				of termination, a a key issue relevant
Trial Exh 1300	2/28/2023	Nektar00000609085	Nektar00000609092	Potential New Trials with Rezpeg		Jue		to parties' claims and defenses.
	2, 20, 2023		1.0					Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1301	3/1/2023	Nektar00000874614	Nektar00000874615	Email from Kotzin re Actions and Items		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
						L		develop Rezpeg; Cross examination
Trial Exh 1302	3/1/2023	Nektar00000878105	Nektar00000878106	Email from J. Zalevsky re Actions and Items	1	Zalevsky; Kotzin		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from Kathryn Ramseyer to Patrik Jonsson, Ajay	I Df-if VI 1 d P		breach of contract and the	
Trial Exh 1305	3/2/2023	LLY01308790	LLY01308792	Nirula, and others re: Minutes of 21Feb2023 ImBU/LRL Discussion re: rezpeg in atopic dermatitis	Jonsson; Pfeifer; Klekotka; Ramseyer; Manner; Huckstep; Nirula		implied covenant of good faith and fair dealing	
11181 EXII 1505	3/2/2023	LL 101308/90	LL 1 01308/92	госиомон ге. тегред иг агорге цегниция	iviaimei, riuckstep, Nifuia	+	raidi and raii deaning	1

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to
				Email from Jill Thomsen to Lorin Sasaki re: FW: Newbirth			Proof of damages caused by	develop Rezpeg; cross examination
Trial Exh 1306	3/2/2023	Nektar00000778924	Nektar00000778938	Preliminary Honey & Hazel Relative Valuations	Sasaki; Robbins; Rao	Robin; Ruddock; Zalevsky	Lilly's breaches	of the named Nektar witness(es).
				Email from Patrik Jonsson to Kathryn Ramseyer re: Re:			Proof of Lilly's liability for breach of contract and the	
				Minutes of 21Feb2023 ImBU/LRL Discussion re: rezpeg in			implied covenant of good	
Trial Exh 1307	3/3/2023	LLY01309210	LLY01309211	atopic dermatitis	Jonsson; Ramseyer		faith and fair dealing	
				Email from Ajay Nirula to Jeremy Huckstep and Kathryn			Proof of Lilly's liability for breach of contract and the	
				Ramseyer re: RE: Rezpeg ad-hoc JSC meeting minutes (for			implied covenant of good	
Trial Exh 1312	3/6/2023	LLY00108232	LLY00108237	review)	Kotzin; Ramseyer; Nirula; Huckstep		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	
				Master Protocol J4E-MC-IMMB(a) ISA: J4E-MC-FR01(a)			implied covenant of good	
Trial Exh 1320	3/13/2023	LLY01309669	LLY01309754	CD200R Phase 2 atopic dermatitis	Taylor; Skovronsky; Schmitz		faith and fair dealing	
							Proof of Lilly's liability for breach of contract and the	Rebut and defend against Nektar's
							implied covenant of good	claim that Lilly failed to use
				Email from Vivian Wu to Jennifer Ruddock, Jonathan Zalevsky and Brian Kotzin re: AtD Market Research				commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1321	3/13/2023	Nektar00000637905	Nektar00000638063	Results: Internal Debrief	Kotzin; Ruddock; Zalevsky	Ruddock; Zalevsky; Kotzin	damages caused by Lilly's breaches	of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Appointment invitation from Tagliaferri re AtD Protocol				commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1322	3/13/2023	Nektar00000648611	Nektar00000648770	Review		Zalevsky; Kotzin;		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1323	3/13/2023	Nektar00000867505	Nektar00000867664	AtD Protocol Review meeting invitation with draft protocol		Kotzin; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 1324	3/13/2023	Nektar00000873677	Nektar00000873835	Email from B. Kotzin re Draft KFAE Protocol		Kotzin; Tagliaferri; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; cross examination
								of the named Nektar witness(es);
				Email exchange between A. Jayanthi and J. Thomsen re				Rebut and defend against Nektar allegations of damages or other
Trial Exh 1326	3/16/2023	Nektar00000737254	Nektar00000737288	Project Newbirth - materials		Robin; Ruddock; Marais		harm.
Trial Exh 1327	3/20/2023	Nektar00000740733	Nektar00000740734	Email from Ruddock to Wilson re Timeline Events		Robin; Ruddock		Cross examination of the named Nektar witness(es).
11101 EAII 1327	312012023	11CKta100000/40/33	11CKIAI 00000/40/34	Zama Tom Ruddock to wison it Timemic Events		Acom, Ruddock	Proof of Lilly's liability for	remai winicos(co).
							breach of contract and the	
Trial Exh 1336	3/23/2023	LLY02435997	LLY02435997	Text Messages - Ajay Nirula ; Daniel Skovronsky	Nirula		implied covenant of good faith and fair dealing	
	5, 25, 2025		22102133771				Proof of Lilly's liability for	
							breach of contract and the	
Trial Exh 1337	3/23/2023	LLY02428362	LLY02428362	Teams chat between Ana Paula Accioly and Ali Ashrafzadeh	Ashrafzadeh		implied covenant of good faith and fair dealing	
1331	2.23/2023	- 02 120302					Proof of Lilly's liability for	
							breach of contract and the	
				Email from Jennifer Ruddock to Mary Tagliaferri re: CRA			implied covenant of good faith and fair dealing; proof of	
				MARKET RESEARCH SUMMARY FOR REZPEG			damages caused by Lilly's	
Trial Exh 1338	3/23/2023	Nektar00000871642	Nektar00000871643	3.23.pptx	Zalevsky; Ruddock; Kotzin		breaches	
								Rebut and defend against Nektar's claim that Lilly failed to use
								commercially reasonable efforts to
Trial Evt. 1220	2/22/2022	Nolstor00000147692	Nolstor00000147600	Email from Chaudhrura Notes from VOL discussi		Votain		develop Rezpeg; cross examination
Trial Exh 1339	3/23/2023	Nektar00000147682	Nektar00000147689	Email from Chaudhry re Notes from KOL discussion		Kotzin		of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1340	3/23/2023	Nektar00000290130	Nektar0000290140	Email from Y. Tat re Slides		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es); Relevant to License Agreement terms and/or compliance.
							Proof of Lilly's liability for	
Trial Exh 1343	3/24/2023	LLY01103864	LLY01103923	J1P-MC-KFAH Clinical Study Synopsis Report	Robbins; Mostaghimi		breach of contract and breach of the implied covenant of good faith and fair dealing	
That Earl 13 is	3/21/2023	EET 01103001	22101103/23	on the manufacture of the state	1000ms, 1100mgmm		Proof of Lilly's liability for	
Trial Exh 1344	3/25/2023	LLY02428375	LLY02428378	Teams chat between Shiven Kapur and Ali Ashrafzadeh	Ashrafzadeh		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1346	3/27/2023	Nektar00000322754	Nektar00000322967	Email from Jennifer Ruddock to Sean Grant re: Follow-up	Zalawky Kotzin Buddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1349	4/1/2023	Nektar00001370622	Nektar00001370624	Email from Robin to Wilson re REZPEG	Zanersay, Rozzai, Ruddock	Robin; Ruddock; Skovronsky	ordenes.	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1351	4/4/2023	LLY01189685	LLY01189687	Email from Robin re Rezpeg		Skovronsky; Robin; Nirula; Zalevsky		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1352	4/4/2023	Nektar00000871423	Nektar00000871425	Email from D. Skovronsky to H. Robin re REZPEG		Skovronsky; Robin; Zalevsky; Nirula		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of termination, a key issue relevant to parties' claims and defenses.
Trial Exh 1354	4/14/2023	Nektar00000871002	Nektar00000871006	Email from Ruddock re Follow-up from Nektar on REZPEG agreement		Ruddock; Zalevsky; Huckstep		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1359	4/20/2023	Nektar00000870935	Nektar00000871000	Email from Ruddock re Nektar Press Release on Corporate Restructuring		Robin; Ruddock; Zalevsky; Huckstep		no the named Nextar withess(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1361	4/21/2023	Nektar00000100409	Nektar00000100451	Email from Jennifer Ruddock to Chowrira Bharatt, Howard Robin, and others re: RE: REZPEG atopic dermatitis (2:30pm ET)	Zalevsky; Ruddock; Kotzin; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1362	4/23/2023	LLY01291497	LLY01291498	Email from Jennifer Garrard to Mark Wilson re: Nektar Notice of Termination 4.23.23 signed.pdf	Nirula; Robin		Agreement termination	
Trial Exh 1363	4/23/2023	LLY01291351	LLY01291352	Email from Gerrard re Notice pursuant to License Agreement	THE USE, KUUIII	Nirula	Адесиен синианой	Relevant to License Agreement terms and/or compliance; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Ex. No.	Date	Degiii Dates	Eliu Dates	Description	Nektai Sponsoring Witness	Liny Sponsoring Witness	Nektai Exhibit rui pose	Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from J. Ruddock to V. Wu re Nektar Therapeutics				develop Rezpeg; cross examination
Trial Exh 1366	4/26/2023	Nektar00000013151	Nektar00000013152	Announces it will Regain Full Rights to REZPEG		Ruddock		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1372	4/27/2023	N/A		Nektar Therapeutics 8-k		Robin; Ruddock; Zalevsky		of the named Nektar witness(es).
				•				Rebut and defend against Nektar's
								claim that Lilly failed to use
				Nektar Therapeutics Announces It Will Regain Full Rights				commercially reasonable efforts to
				to Rezpegaldesleukin, a Novel, First-in-Class Selective				develop Rezpeg; cross examination
Trial Exh 1373	4/27/2023	N/A		Regulatory T-cell Therapy in Clinical Development		Robin; Ruddock; Zalevsky		of the named Nektar witness(es).
				1				Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from V. Wu re Nektar Therapeutics Announces it				commercially reasonable efforts to
				with Regain Full Rights to				develop Rezpeg; cross examination
Trial Exh 1374	4/27/2023	Nektar00000734985	Nektar00000734987	REZPEG		Ruddock		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Email from V. Wu to J. Ruddock re Nektar Therapeutics				develop Rezpeg; cross examination
Trial Exh 1375	4/27/2023	Nektar00000734990	Nektar00000734992	Announces it will Regain Full Rights to REZPEG		Ruddock		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
				Email from DocuSign System to Jonathan Zalevsky re:			faith and fair dealing; proof of	
				[EXTERNAL] Completed: Complete with DocuSign: Att 1			damages caused by Lilly's	
Trial Exh 1378	4/30/2023	Nektar00000300409	Nektar00000300418	Q1'23 Review of EC Performance Grant Triggers	Zalevsky; Robbins; Kotzin; Ruddock		breaches	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				DocuSign Email re Att 1 Q1 '23 Review of EC Performance	Jonathan Zalevsky; Mark Robbins; Brian		Proof of damages caused by	develop Rezpeg; cross examination
Trial Exh 1379	4/30/2023	Nektar00000300409	Nektar00000300418	Grant Triggers	Kotzin; Jennifer Ruddock; Mohan Rao	Zalevsky	Lilly's breaches	of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Franke email re Preliminary 358 CMC plan KF				develop Rezpeg; cross examination
Trial Exh 1381	5/2/2023	Nektar00000100406	Nektar00000100407	02MAY2023		Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
					Klekotka; Murray; Pfeifer; Nirula;		breach of contract and breach	
					Ramseyer; Schmitz; Skovronsky;		of the implied covenant of	
Trial Exh 1382	5/3/2023	LLY01200257	LLY01200321	Development Safety Update Report 2023	Zalevsky; Kotzin		good faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Heng Zou to David Manner re: Re:	Zou; Huckstep; Zalevsky; Ruddock;		implied covenant of good	
Trial Exh 1386	5/5/2023	LLY00719683	LLY00719686	[EXTERNAL] CSR for KFAD - Urgent Request	Robbins; Rao		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
L						L		develop Rezpeg; cross examination
Trial Exh 1387	5/5/2023	Nektar00000657834	Nektar00000657836	Email from Robin re Getting together the week of the 8th		Robin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
							Proof of Lilly's liability for	claim that Lilly failed to use
				Email from Jeremy Huckstep to Linden Ann Green re: FW:			breach of contract and the	commercially reasonable efforts to
				[EXTERNAL] Question about EASI Score Calculations in	Zalevsky; Schmitz; Manner; Zou;	Huckstep; Schmitz; Manner; Zou;		develop Rezpeg; Cross examination
Trial Exh 1396	5/22/2023	LLY00900059	LLY00900060	KFAD	Huckstep	Zalevsky	faith and fair dealing	of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and breach	
	5/22/2023	LLY02395754			L		of the implied covenant of	
Trial Exh 1397			LLY02396012	LY3471851 KFAL 04 CSR synopsis and body	Robbins; Mostaghimi	Í.	good faith and fair dealing	Í .

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
174, 110,	Date	Degin Dates	Lift Dates	Description	rental Sponsoring withess	Emy oponsoring writiess	Proof of Lilly's liability for	Emy Exhibit i ii pose
				Email from Carsten Schmitz to Heng Zou, David Manner			breach of contract and the	
				re: RE: [EXTERNAL] Question about EASI Score	Zou; Schmitz; Manner; Zalevsky;		implied covenant of good	
Trial Exh 1400	5/23/2023	LLY00902890	LLY00902891	Calculations in KFAD	Robbins; Rao		faith and fair dealing	
THAI EXII 1400	3/23/2023	LL 100902890	LL100902891	Calculations in KFAD	Robbilis, Rao			
				E 16 C + Cl + P IMIL 4 P			Proof of Lilly's liability for	
				Email from Carsten Schmitz to Paul Klekotka re: Re:			breach of contract and the	
T : 1 F 1 1401	5/22/2022	113/00000516	1.1.3/000006547	[EXTERNAL] Question about EASI Score Calculations in	0.1 % F0.1 d M 7		implied covenant of good	
Trial Exh 1401	5/23/2023	LLY00906546	LLY00906547	KFAD	Schmitz; Klekotka; Manner; Zou		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from David Manner to Carsten Schmitz, Heng Zou			breach of contract and the	
				re: RE: [EXTERNAL] Question about EASI Score			implied covenant of good	
Trial Exh 1402	5/23/2023	LLY00902597	LLY00902598	Calculations in KFAD	ICON (Rylance); Zou; Schmitz; Manner		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from David Manner to Janelle Shannon Erickson re:			implied covenant of good	
Trial Exh 1405	5/24/2023	LLY00719671	LLY00719671	Another Issue	Manner; Zou		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from Heng Zou to Tiffany Williamson re: Re:			implied covenant of good	
Trial Exh 1407	5/25/2023	LLY02221513	LLY02221524	[EXTERNAL] KFAD - Client's new/update-requests	ICON (Rylance); Zou; Schmitz; Manner		faith and fair dealing	
								Rebut and defend against Nektar's
	Ì							claim that Lilly failed to use
								commercially reasonable efforts to
						Franke; Fanton; Huckstep;		develop Rezpeg; Cross examination
Trial Exh 1414	6/2/2023	LLY00900061	LLY00900071	Email from G. Mueller re Introduction		Ruddock		of the named Nektar Witness(es)
								Rebut and defend against Nektar
								allegations of damages or other
				Email from Ruddock re Project Newbirth - Nektar & JPM -		Robin; Ruddock; Zalevsky;		harm; cross examination of the
Trial Exh 1416	6/5/2023	Nektar00000739917	Nektar00000739920	Weekly Sync		Marais		named Nektar witness(es).
THUI DAIL THO	0/3/2023	110111111111111111111111111111111111111	1 (CARLIE 0 0 0 0 0 7 3 7 7 2 0					Rebut and defend against Nektar
								allegations of damages or other
						Robin; Ruddock; Zalevsky;		harm; cross examination of the
Trial Exh 1417	6/5/2023	Nektar00000739921	Nektar00000739927	Project Newbirth Discussion Materials slides		Marais		named Nektar witness(es).
THUI DAII 1417	0/3/2023	14CKttt100000737921	14CKtai 00000737727	Project Newbirth Discussion Materials slides		Marais	Proof of Lilly's liability for	named (vextar withess(es)).
							breach of contract and the	
				Listing of Demographics Modified Intent to Treat J1P-MC-			implied covenant of good	
Trial Exh 1419	6/7/2023	LLY01428782	LLY01428782	KFAJ	Robbins		faith and fair dealing	
IIIai Exii 1419	0/1/2023	LL101428/82	LL101428782	Kraj	Robbilis		raith and rail dearing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
m: 15 1 1 100	c /5 /2002	N. 1. 00000704557		E TO THE NUMBER OF		D 11 1		develop Rezpeg; cross examination
Trial Exh 1420	6/7/2023	Nektar00000734657	Nektar00000734661	Email from Taylor re Nektar follow-up notes		Ruddock		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from David Manner to Janelle Shannon Erickson,			breach of contract and the	
				Rosalind Thomspon re: RE: Action Required: RE: Issue on			implied covenant of good	
Trial Exh 1427	6/21/2023	LLY00903521	LLY00903529	IL-2 KFAD study	Manner; Zou		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Carsten Schmitz to David Manner re: RE:			breach of contract and the	
				[EXTERNAL] Question about EASI Score Calculations in			implied covenant of good	
Trial Exh 1428	6/21/2023	LLY00720052	LLY00720054	KFAD	Manner; Schmitz; Rao		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
	Ì			Deviation Data Gathering Editable Form (attachment to			implied covenant of good	
Trial Exh 1429	6/21/2023	LLY00903527	LLY00903529	LLY00903521)	Manner		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				Chaudhry email re Phase 2b AtD Study Medication				develop Rezpeg; cross examination
Trial Exh 1430	6/21/2023	Nektar00000870039	Nektar00000870138	Administration		Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
	Ì							claim that Lilly failed to use
								commercially reasonable efforts to
				Email from C. Jue re Phase 2b Rezpeg Study		Jue; Tagliaferri; Zalevsky; Franke;		develop Rezpeg; Cross examination
Trial Exh 1432	6/23/2023	Nektar00000605951	Nektar00000605952	Administration Feasibility Question		Fanton		of the named Nektar witness(es).
	16/23/2023	Nektar00000605951	Nektar00000605952	Administration Feasibility Question		Fanton		of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Relevant to collaboration
								development decisions to defend
				C. Fanton email attaching Nektar response letter re TMF				against Nektar's breach of contract
Trial Exh 1434	6/27/2023	LLY00895199	LLY00895201	Transfer		Huckstep; Pfeifer		claims
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from David Manner to Carsten Schmitz re: RE:			implied covenant of good	
Trial Exh 1437	6/28/2023	LLY00902876	LLY00902877	KFAD EASI issue	Manner; Schmitz; Robbins		faith and fair dealing	
							Proof of Lilly's liability for	
				Email from Mary Tagliaferri to multiple recipients re: RE:			breach of contract and the	
m: 1E 1 1400	c /20 /2022	17.1. 00000000000		Rezpeg AtD and SLE Qual & Quant Market Research and	T 1: 6 : 77 1 1		implied covenant of good	
Trial Exh 1438	6/28/2023	Nektar00000869823	Nektar00000869825	TPPs	Tagliaferri; Zalevsky		faith and fair dealing	
							D 6 67 77 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
							Proof of Lilly's liability for	
				LY3471851 KFAN 04 Draft CSR synopsis and body for			breach of contract and breach of the implied covenant of	
Trial Exh 1440	7/12/2023	LLY02258224	LLY02258281	Nektar	Robbins; Mostaghimi		good faith and fair dealing	
THAI EAH 1440	7/12/2023	LL102230224	LL102230201	rvektar	Robbins, Wostaginin		good faith and fair deaning	
							Droof of Lilly's Usbilles f	
							Proof of Lilly's liability for breach of contract and breach	
							of the implied covenant of	
							good faith and fair dealing;	
					Zalevsky; Kotzin; Robin; Ruddock; Rao;		proof of damages for Lilly's	
Trial Exh 1447	7/17/2023	Nektar00000751308	Nektar00000751392	License Agreement - Execution Version	Robbins		breaches; background	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
				NKTR-358 REZPEG Program Team Agenda & Minutes				develop Rezpeg; cross examination
Trial Exh 1449	7/19/2023	Nektar00001331138	Nektar00001331143	Final		Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
				Email from David Manner to Rosalind Thompson re: RE:			implied covenant of good	
Trial Exh 1451	7/31/2023	LLY00903608	LLY00903617	Action Required: RE: Issue on IL-2 KFAD study	Manner		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email Thread re Action Required: RE: Issue on IL-2 KFAD				commercially reasonable efforts to
Trial Exh 1452	7/31/2023	LLY00903619	LLY00903620	study		Manner, Marais		develop Rezpeg.
				- 16 H 7			Proof of Lilly's liability for	
				Email from Heng Zou to David Manner re: Re:	Z M Ft Hlt		breach of contract and the	
Trial Exh 1463	8/7/2023	LLY02221248	LLY02221249	[EXTERNAL] Question about PASI Score Calculations in KFAC	Zou; Manner; Fanton; Huckstep; Klekotka; Zalevsky; Danni Yu		implied covenant of good faith and fair dealing	
THAI EXII 1403	6/1/2023	LL102221240	LL102221249	KIAC	Kickotka, Zaicvsky, Dainii Tu		Proof of Lilly's liability for	
							breach of contract and the	
				Email from Rosalind R Thompson to David Manner re: RE:			implied covenant of good	
Trial Exh 1464	8/7/2023	LLY02218630	LLY02218639	Action Required: RE: Issue on IL-2 KFAD study	Manner; Robbins		faith and fair dealing	
				*			Proof of Lilly's liability for	
				Email from Jeremy Huckstep to Adrienne S. Brown,			breach of contract and the	
				Lawanda S. Rutledge-Gordon re: FW: Nektar Press Release			implied covenant of good	
Trial Exh 1465	8/7/2023	LLY02454092	LLY02454092	on Corrected EADV Data	Manner; Huckstep		faith and fair dealing	<u> </u>
								Rebut and defend against Nektar's
				Nektar Press Release re Nektar Announces Promising New				claim that Lilly failed to use
				and Corrected Rezpegaldesleukin Efficacy Data Which				commercially reasonable efforts to
				Were Previously Reported in 2022 and Incorrecting				develop Rezpeg; cross examination
Trial Exh 1466	8/7/2023	N/A		Calculated by Former Collaborator Eli Lilly & Company		Robin		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
Trial Exh 1475	8/10/2023	Nektar00001222079	Nektar00001222079	What to Francisk ICD		Mantanhimi Vancana 7.1		develop Rezpeg; Cross examination
rriai Exh 14/5	8/10/2023	nektar00001222079	Nektar00001222079	What to Expect with ISRs	7	Mostaghimi; Krueger; Zalevsky	B 4 41 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	of the named Nektar witness(es).
					Zalevsky; Ruddock; Kotzin; Nirula;		Proof of Lilly's liability for	
				Email from Christie Fanton to Jennifer Ruddock re: RE:	Skovronsky; Jonsson; Ashrafzadeh;		breach of contract and the	
Trial Exh 1477	8/15/2023	Nektar00000091188	Nektar00000091400	Final CSR from Lilly	Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi		implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1482	9/12/2023	Nektar00000877106	Nektar00000877114	Email from Zalevsky re KFAJ		Zalevsky	Proof of Lilly's liability for	of the named Nektar witness(es).
							breach of contract and the	
T: 15 1 1 100	10/0/2022			Article titled "Harmonizing the collection of solicited			implied covenant of good	
Trial Exh 1490	10/9/2023			adverse events in prophylactic vaccine clinical trials"	Mostaghimi		faith and fair dealing Proof of Lilly's liability for	
							breach of contract and the	
Trial Exh 1492	10/12/2023	LLY02466978	LLY02467054	Danier Deint titled DTI A Daniel of Discotory Marking	Nimela Characadas Innoces Dakkina		implied covenant of good faith and fair dealing	
1 Hai Exti 1492	10/12/2023	LL102400978	LL102467034	PowerPoint titled BTLA Board of Directors Meeting	Nirula; Skovronsky; Jonsson; Robbins		raith and fair dealing	Rebut and defend against Nektar's
								claim that Lilly failed to use
				Email from Ruddock re Debrief on Pilot Interviews for SLE				commercially reasonable efforts to develop Rezpeg; cross examination
Trial Exh 1494	10/24/2023	Nektar00000741955	Nektar00000741975	& AtD HCP and Patient Qual Research		Zalevsky; Ruddock		of the named Nektar witness(es).
							Proof of Lilly's liability for	
				Email from DocuSign System to Jennifer Ruddock re: [EXTERNAL] Completed: Complete with DocuSign: Att 1			breach of contract and the implied covenant of good	
Trial Exh 1496	10/30/2023	Nektar00000323358	Nektar00000323366	Q1'23 Review of EC Performance Grant Triggers	Zalevsky; Ruddock; Robbins		faith and fair dealing	
							Proof of Lilly's liability for	
				PowerPoint titled GITR Antagonist (LY3844583)			breach of contract and the implied covenant of good	
Trial Exh 1504	12/8/2023	LLY02427447	LLY02427460	Termination of AtD Indication	Robbins; Nirula; Skovronsky		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the implied covenant of good	
							faith and fair dealing; proof of	
T : 1 F 1 1505	12/11/2022			N.I. B BOGG . I	71 1 7 1 6 1 7 11 1 1 1 1 1		damages caused by Lilly's	
Trial Exh 1505	12/11/2023			Nektar Responses to ROG Set 1	Zalevsky; Tagliaferri; Ruddock; Kotzin		breaches Proof of Lilly's liability for	
				Plaintiff Nektar Therapeutics' Objections and Responses to			breach of contract and the	
m: 15 1 1505	1/5/2024			Defendant Eli Lilly & Co's First Set of Interrogatories (Nos.	7.1.1		implied covenant of good	
Trial Exh 1507	1/5/2024			1 - 14) and Verification	Zalevsky		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				Nektar's Objections and Responses to Lilly's First Set of				commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 1508	1/5/2024	N/A		ROGS Nos. 1-14		Ruddock; Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; Relevant to Lilly's
								efforts, expertise, and resources to develop Rezpeg or other relevant
								drugs relevant under the License
Trial Exh 1511	1/19/2024	LLY02472181	LLY02472192	Third Party Management SOP		Manner		Agreement standard.
								Rebut and defend against Nektar's
								claim that Lilly failed to use commercially reasonable efforts to
								develop Rezpeg; Relevant to Lilly's
								efforts, expertise, and resources to develop Rezpeg or other relevant
								drugs relevant under the License
Trial Exh 1513	1/30/2024	LLY02472209	LLY02472229	Global Statistical Sciences SOP		Manner		Agreement standard.
					Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for breach of contract and the	
				Clinical Study Report Synopsis LY3844583 GITR Agonist	Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 1518	3/1/2024	LLY02474882	LLY02474882	Phase 1	Ramseyer; Pfeifer; Robbins		faith and fair dealing	
					Nirula; Skovronsky; Jonsson;		Proof of Lilly's liability for breach of contract and the	
				GITR Antagonist Antibody - Phase 1 Atopic Dermatitis -	Ashrafzadeh; Schmitz; Manner; Murray;		implied covenant of good	
Trial Exh 1519	3/1/2024	LLY02474882	LLY02474882	CSR Synopsis	Ramseyer; Pfeifer; Robbins	1	faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1528	4/1/2024	LLY02474870	LLY02474870	Anti PTI A Agonist/Venenymbest Phase 21 upus CSP	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray;		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exti 1328	4/1/2024	LL1024/46/0	LL1024/48/0	Anti-BTLA Agonist/Venanprubart - Phase 2 Lupus - CSR Nektar's Response to FDA Request for Information	Ramseyer; Pfeifer; Robbins		iaun and iair deaning	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 1529	4/2/2024	Nektar00001214909	Nektar00001214919	Received 02 April 2024		Mostaghimi; Zalevsky	Proof of Lilly's liability for	of the named Nektar witness(es).
Trial Exh 1533	5/1/2024			Benlysta FDA Label	Ashrafzadeh		breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1534	6/5/2024	N/A		Nature Thereseutics Annual Shareholders Marting, Engl		Dobiny Zalawaku Duddoak		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1536	6/10/2024	N/A		Nektar Therapeutics Annual Shareholders Meeting - Final Nektar Therapeutics Company Conference Presentation		Robin; Zalevsky; Ruddock Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1540	7/10/2024	Nektar00001103761	Nektar00001103761	Rezpeg Investigator's Brochure Version 9	Zalevsky; Kotzin; Ruddock; Tagliaferri; Fanton; Robbins; Rao	Zalvesky, Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing Proof of Lilly's liability for	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
m: 15 1 4540	T 125 1202 4	N. 1	N. I		Zalevsky; Kotzin; Ruddock; Tagliaferri;		breach of contract and the implied covenant of good	
Trial Exh 1543	7/27/2024	Nektar00001316161	Nektar00001316168	Clinical Study Report for J1P-MC-KFAJ	Fanton Zalevsky; Kotzin; Ruddock; Tagliaferri;		faith and fair dealing Proof of Lilly's liability for breach of contract and the implied covenant of good	
Trial Exh 1544	7/27/2024	Nektar00001316366	Nektar00001316533	Clinical Study Report for J1P-MC-KFAJ	Fanton; Mostaghimi; Robbins; Rao		faith and fair dealing Proof of Lilly's liability for breach of contract and the	
Trial Exh 1550	8/21/2024	LLY02468632	LLY02468632	PowerPoint titled Ucenprubart Board of Directors	Robbins; Mostaghimi; Nirula; Schmitz		implied covenant of good faith and fair dealing	
				September 2024 LifeSci Consulting Deck, "Rezpeg: Atopic				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; rebut and defend against Nektar allegations of
Trial Exh 1553	9/1/2024	Nektar00001316536	Nektar00001316536	Dermatitis Commercial Opportunity Assessment"		Buthusiem; Krueger		damages or other harm. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination
Trial Exh 1558	9/18/2024	Nektar00000962228	Nektar00000962435	Nektar BoD Meeting Agenda Article titled the regulatory T cell-selective interleukin-2		Zalevsky, Ruddock, Robin	Proof of Lilly's liability for	of the named Nektar witness(es).
Trial Exh 1563	10/25/2024			receptor agonist rezpegaldesleukin in the treatment of inflammatory skin diseases: two randomized, double-blind, placebocontrolled phase 1b trials	Mostaghimi; Robbins		breach of contract and the implied covenant of good faith and fair dealing	
THE LAI 1303	10/23/2024			processeounous prase to didis	mosagnini, Robons		Proof of Lilly's liability for breach of contract and the	
Trial Exh 1574	12/18/2024			30(b)(6) Deposition Binder	Klekotka		implied covenant of good faith and fair dealing Proof of Lilly's liability for	
Trial Exh 1575	12/20/2024			LinkedIn Profile of Carsten Schmitz	Schmitz		breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
							Proof of Lilly's liability for	Rebut and defend against Nektar's
							breach of contract and the	claim that Lilly failed to use
							implied covenant of good	commercially reasonable efforts to
								develop Rezpeg; rebut and defend
				PowerPoint titled Rezpeg: Atopic Dermatitis Commercial			damages caused by Lilly's	against Nektar allegations of
Trial Exh 1577	1/1/2025	Nektar00001316567	Nektar00001316567	Opportunity Assessment	Rao; Ruddock	Krueger; Marais	breaches	damages or other harm.
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1579	1/21/2025	Nektar00001316566	Nektar00001316566	Rezpeg Development Costs		Ruddock		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	
							damages caused by Lilly's	
Trial Exh 1583	1/24/2025			Nektar Supplemental Responses to ROG Set 1	Zalevsky; Tagliaferri; Ruddock; Kotzin		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
							faith and fair dealing; proof of	
							damages caused by Lilly's	
Trial Exh 1584	1/24/2025			Nektar Responses to ROG Set 2	Zalevsky; Tagliaferri; Ruddock; Kotzin		breaches	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 1589	4/8/2025			LinkedIn profile of Jodi Rylance	ICON (Rylance)		faith and fair dealing	
								Rebut and defend against Nektar's
								claim that Lilly failed to use
								commercially reasonable efforts to
								develop Rezpeg; cross examination
Trial Exh 1590	6/24/2025	N/A		Transcript of Nektar Therapeutics Special Call		Zalevsky		of the named Nektar witness(es).
								Rebut and defend against Nektar's
								claim that Lilly failed to use
				REZOLVE-AD Phase 2b Study of Rezpegaldesleukin				commercially reasonable efforts to
				Meets Primary and Secondary Endpoints in Patients to				develop Rezpeg; cross examination
Trial Exh 1591	6/24/2025	N/A		Moderate-to-Severe Atopic Dermatitis		Zalevsky		of the named Nektar witness(es).
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 1595	9/4/2025			clinicaltrials.gov/baricitinib_eczema_trials	Robbins; Mostaghimi		faith and fair dealing	
							Proof of Lilly's liability for	
							breach of contract and the	
							implied covenant of good	
Trial Exh 1596	9/4/2025			clinicaltrials.gov/baricitinib_lupus_trials	Robbins; Mostaghimi		faith and fair dealing	
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EXHIBIT B

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description	Marais		Damages; Witness credibility	Not relevant; hearsay; no foundation /	Relevant to witness credibility; not		
									personal knowledge.	hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
				Article titled On the ethical aspects of the testimony of statisticians						hearsay exception under Rules 803/807;		
Trial Exh 0003	1/1/200	2		in court				Relevant to jury understanding of		admissible under Rules 702/703.		
								Nektar's business and assets, a				No unfair prejudice and balance favors
					Nektar Press Release - Pfizer Receives FDA Approval for Exuber	1.		key issue relevant to parties' claims and defenses; cross-				admissibility (see Rules 401, 403). The exhibit is relevant to Lilly's defenses, t
Trial Exh 0004	1/27/200				the First Inhaleable Form of Insulin for Controlling Typle 1 and Type 2 Diabetes in Adults		Robbins	examination of Nektar expert witness.			403 D 1 (401/403) MI	rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
Inai Ext 0004	1/2//200	5 IN/A			Type 2 Dianetes in Aduits		KODDINS	Relevant to jury understanding of			403; Reievance (401/402); MIL	
								Nektar's business and assets, a key issue relevant to parties'				No unfair prejudice and balance favors admissibility (see Rules 401, 403). Th
								claims and defenses; cross-				exhibit is relevant to Lilly's defenses,
Trial Exh 0006	10/19/200	7 N/A			Weak Sales Prompt Pfizer to Cancel Diabetes Drug - The New York Times		Robbins	examination of Nektar expert witness.			403: Relevance (401/402): MIL	rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
	10.17.200					Skovrosnky; Jonsson; Other		Proof of Lilly's liability for breach	Not relevant (401); no foundation; unfair	Relevant background, character, and	(101,101,101,101,101,101,101,101,101,101	
						Lilly Witness		of contract and breach of the implied covenant of good faith and	prejudice outweighs probative value (403); and inadmissible under 404 and 609. This	rebuttal/impeachment evidence; foundation will be established at trial;		
								fair dealing	is a court document regarding a 2009 conviction with no probative value because	Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609.		
									it is not relevant to Rezpeg or any material	See Rubalcaya v. City of San Jose, 2024.		
									fact in the litigation. See Simpson v. Thomas , 528 F.3d 685, 690 (9th Cir. 2008)	WL 2031641, at *5 (N.D. Cal. May 6,		
									("convictions over 10 years old will be	exclude prior bad acts evidence, and		
									admitted very rarely and only in exceptional circumstances [when] the probative value of	allowing objections to be made to such evidence at trial depending on use).		
									conviction substantially outweighs the prejudicial effect"). The Court should			
									independently exclude this evidence under			
									Rules 401, 403, and 404 because it has no "tendency" to make any material fact "more			
									or less probable," introduces significant			
									"danger of confusing the issues, wasting time, and misleading the jury" without any			
									probative value, and it is impermissible character evidence that does not prove			
									"motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of			
									plan, knowledge, identity, or absence of			
				Case No. 2:09-cr-00020; USDC Eastern District of Pennsylvania;					mistake or accident." Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.,			
Trial Exh 0007	1/15/2009	9		USA v Lilly - Information					2011 WL 7710202, at *1 (C.D. Cal. Nov.			
						Skovrosnky; Jonsson; Other Lilly Witness		of contract and breach of the	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403);	Relevant background, character, and rebuttal/impeachment evidence;		
								implied covenant of good faith and fair dealing	and inadmissible under 404 and 609. This is a court document regarding a 2009	foundation will be established at trial; Rule 403 balance favors admissibility; not		
								rair deaning	conviction with no probative value because	inadmissible under Rules 404 and/or 609.		
									it is not relevant to Rezpeg or any material fact in the litigation. See Simpson v.	See Rubalcava v. City of San Jose, 2024 WL 2031641, at *5 (N.D. Cal. May 6,		
									Thomas , 528 F.3d 685, 690 (9th Cir. 2008)	2024) (denying motion in limine to		
									("convictions over 10 years old will be admitted very rarely and only in exceptional	exclude prior bad acts evidence, and allowing objections to be made to such		
									circumstances [when] the probative value of conviction substantially outweighs the	evidence at trial depending on use).		
									preindicial effect") The Court should			
									independently exclude this evidence under Rules 401, 403, and 404 because it has no			
									"tendency" to make any material fact "more			
									or less probable," introduces significant "danger of confusing the issues, wasting			
									time, and misleading the jury" without any			
									probative value, and it is impermissible character evidence that does not prove			
									"motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of			
									mistake or accident." Bulletin Displays,			
	1/30/200			Case No. 2:09-cr-00020; USDC Eastern District of Pennsylvania;					LLC v. Regency Outdoor Advert., Inc., 2011 WL 7710202, at *1 (C.D. Cal. Nov.			
Trial Exh 0008	1/30/200	9		USA v Lilly - Judgment & Order		Skovrosnky; Jonsson; Other		Proof of Lilly's liability for breach	Not relevant (401); no foundation; unfair	Relevant background, character, and		
						Lilly Witness		of contract and breach of the implied covenant of good faith and	prejudice outweighs probative value (403); and inadmissible under 404 and 609. This	rebuttal/impeachment evidence; foundation will be established at trial;		
								fair dealing	is a court document regarding a 2009	Rule 403 balance favors admissibility: not		
									conviction with no probative value because it is not relevant to Rezpeg or any material	inadmissible under Rules 404 and/or 609. See Rubalcava v. City of San Jose. 2024		
									fact in the litigation. See Simpson v.	See Rubalcava v. City of San Jose, 2024 WL 2031641, at *5 (N.D. Cal. May 6,		
									Thomas, 528 F.3d 685, 690 (9th Cir. 2008) ("convictions over 10 years old will be	exclude prior bad acts evidence, and		
									admitted very rarely and only in exceptional circumstances [when] the probative value of	allowing objections to be made to such		
									conviction substantially outweighs the	evidence at trait depending on use).		
									prejudicial effect"). The Court should independently exclude this evidence under			
									Rules 401, 403, and 404 because it has no			
									"tendency" to make any material fact "more or less probable," introduces significant			
									"danger of confusing the issues, wasting time, and misleading the jury" without any			
									probative value, and it is impermissible			
									character evidence that does not prove "motive, opportunity, intent, preparation,			
									plan, knowledge, identity, or absence of			
									mistake or accident." Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.,			
Trial Exh 0009	1/30/2009	9		Case No. 2:09-cr-00020; USDC Eastern District of Pennsylvania; USA v Lilly - Judgment & Order		<u> </u>			2011 WL 7710202, at *1 (C.D. Cal. Nov.			
						Zalevsky		Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpec: relevant to	1	
								covenant of good faith and fair	roundation / personal knowledge.	development of Rezpeg; relevant to damages and background; Rule 403		
								dealing; proof of damages caused by Lilly's breaches; background		cumulative or duplicative objection can be addressed at trial: foundation and		
Trial Exh 0010	5/21/201	1		U.S. Patent No. 7,947,261				, , , , , , , , , , , , , , , , , , , ,		knowledge will be established at trial.		
						Robbins		of contract and breach of the	Hearsay (801); relevance (402); foundation; 403; MiL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
								implied covenant of good faith and		hearsay exception under Rules 803/807;		
				Food and Drug Administration, "Guidance for Industry: Warnings				fair dealing		admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation		
				and Precautions, Contraindications, and Boxed Warning Sections of Labeling for Human Prescription Drug and Biological Products						and development of Rezpeg and comparator drugs; not subject to MIL;		
				- Content and Format," October 2011, available at						Nektar opposes MIL; foundation will be		
Trial Exh 0011	10/1/201	rl .	1	https://www.fda.gov/media/71866/download. U.S.	I .	1	1	1	1	established at trial.	1	l .

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s) Nektar Objection	n(s) Lilly's Responses to Objection(s)
						Evans	Proof of Lilly's liability for breach of contract and the implied	Not relevant; no foundation / personal knowledge; hearsay; subject to MIL.	Relevant to Lilly's credibility and CRE obligation and development of Rezpeg;	
							covenant of good faith and fair		foundation and knowledge will be	
							dealing		established at trial; admissible for non- hearsay purpose and/or subject to hearsay	
									exception under Rules 803/807; not subject to MIL; Nektar opposes MIL.	
Trial Exh 0012	7/1/2012	2		Proleukin FDA Label						
						Zalevsky	Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to	
							covenant of good faith and fair	Touristion / personal knowledge.	damages and background; Rule 403	
							dealing; proof of damages caused by Lilly's breaches; background		cumulative or duplicative objection can be addressed at trial; foundation and	
Trial Exh 0013	8/28/2012	2		U.S. Patent No. 8,252,275					knowledge will be established at trial.	
						Zalevsky	Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to	
							covenant of good faith and fair dealing: proof of damages caused		damages and background; Rule 403 cumulative or duplicative objection can be	
							by Lilly's breaches; background		addressed at trial; foundation and	
Trial Exh 0014	5/7/2013	3		U.S. Patent No. 8,435,505			Robot and defend against Nektur's		knowledge will be established at trial.	
							Rebut and defend against Nektar's claim that Lilly failed to use			
							commercially reasonable efforts to develop Rezpeg; cross			
Trial Exh 0015	10/22/2013	3 LLY02473481	LLY02473588		H9B-MC-BCDS(b) Clinical Protocol	Other Nektar Witness	examination of the named Nektar witness(es).		Foundation/Perso Knowledge (104/	
Inai Ext 0015	10/23/2013	511.1024/3481	11.102473388		H9B-MC-BCDS(B) Clinical Protocol	Zalevsky	Proof of Lilly's liability for breach	Not relevant; duplicative or cumulative; no	Relevant to Lilly's CRE obligation and	902) established at trial (see Rule 902).
							of contract and the implied covenant of good faith and fair	foundation / personal knowledge.	development of Rezpeg; relevant to damages and background: Rule 403	
1			1				dealing; proof of damages caused		cumulative or duplicative objection can be	
Trial Exh 0019	1/21/2014	4	1	U.S. Patent No. 8.633.277			by Lilly's breaches; background		addressed at trial; foundation and knowledge will be established at trial.	
				· organization .		Zalevsky	Proof of Lilly's liability for breach	Not relevant; duplicative or cumulative; no	Relevant to Lilly's CRE obligation and	
							of contract and the implied covenant of good faith and fair	foundation / personal knowledge.	development of Rezpeg; relevant to damages and background; Rule 403	
							dealing; proof of damages caused by Lilly's breaches; background		cumulative or duplicative objection can be addressed at trial: foundation and	
Trial Exh 0020	4/22/2014	4	1	U.S. Patent No. 8,703,115			, , , , , , , , , , , , , , , , , , , ,		knowledge will be established at trial.	
		LLY02465685	LLY02465772			Nirula; Skovrosnky; Jonsson; Ashrafzadeh: Schmitz:	Proof of Lilly's liability for breach of contract and the implied	Not relevant; no foundation / personal knowledge: subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator	
						Manner; Murray; Ramseyer;	covenant of good faith and fair		drugs; foundation and knowledge will be established at trial: admissible under Rules	
						Pfeifer; Rodger Taylor; Lancaster; Robbins	dealing		702/703: not subject to MII : Nektar	
Trial Exh 0021	10/2/2014	4		PowerPoint titled Tabalumab Town Hall		Zalevsky	Proof of Lilly's liability for breach	Not relevant; duplicative or cumulative; no	opposes MIL. Relevant to Lilly's CRE obligation and	
						Zalevsky	of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRI: obligation and development of Rezpeg; relevant to damages and background; Rule 403	
							covenant of good faith and fair dealing: proof of damages caused		damages and background; Rule 403 cumulative or duplicative objection can be	
							by Lilly's breaches; background		addressed at trial; foundation and	
Trial Exh 0022	12/16/2014	LLY01286730	LLY01286789	U.S. Patent No. 8,911,718		Nirula; Ramseyer; Schmitz;	Proof of Lilly's liability for breach	Not relevant; subject to MIL; cumulative or	knowledge will be established at trial. Relevant to Lilly's CRE obligation and	
						Pfeifer; Klekotka; Mostaghimi	of contract and the implied	duplicative; no foundation / personal	development of Rezpeg and comparator	
							covenant of good faith and fair dealing	knowledge.	drugs; foundation and knowledge will be established at trial; admissible under Rules	
									702/703; not subject to MIL; Nektar opposes MIL; Rule 403 cumulative or	
									duplicative objection can be addressed at	
Trial Exh 0023	4/3/2015			Investigator's Brochure for Ixekizumab (Taltz)					trial and balance favors admissibility.	
THE EXH OUZ	4/3/2013	1		Brestgato s Droctate to Academia (Tanz)		Zalevsky		Not relevant; duplicative or cumulative; no	Relevant to Lilly's CRE obligation and	
							of contract and the implied covenant of good faith and fair	foundation / personal knowledge.	development of Rezpeg; relevant to damages and background; Rule 403	
							dealing; proof of damages caused by Lilly's breaches; background		cumulative or duplicative objection can be addressed at trial: foundation and	
Trial Exh 0024	6/2/2015	5		U.S. Patent No. 9,044,516					knowledge will be established at trial.	
						Zalevsky	Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to	
							covenant of good faith and fair		damages and background: Rule 403	
							dealing; proof of damages caused by Lilly's breaches; background		cumulative or duplicative objection can be addressed at trial; foundation and	
Trial Exh 0025	7/28/2015	LLY00129449	LLY00129489	U.S. Patent No. 9,090,740		Robbins		No foundation (second bounds to	knowledge will be established at trial. Admissible under Rules 702/703;	
		14.100129449	12.100129489			RODOMS	of contract and breach of the	No foundation / personal knowledge; not relevant; subject to MIL.	foundation will be established at trial;	
1			1	Treatment and Phase 3 Clinical Trials for Systemic Lupus			implied covenant of good faith and fair dealing	1	relevant background and to Lilly's development of Rezpeg and comparable	
Trial Exh 0026	1/28/2016	6	1	Erythematosus (SLE) Presentation			-	Subject to MIL; not relevant.	drugs; Nektar opposes MIL.	
Trial Exh 0027	2/28/2016	6	<u> </u>	Article titled Genentech Provides Update on Two Identical Phase III Studies of Lebrikizumab in People with Severe Asthma		Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Krueger	Proof of Lilly's liability for breach of contract; witness credibility		Relevant to witness credibility; not subject to MIL; Nektar opposes MIL.	
				Article titled Tofacitinib, an oral Janus kinase inhibitor, for the treatment of chronic plaque psoriasis: Long-term efficacy and		Krueger	Witness credibility	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to witness credibility; not subject to MIL; Nektar opposes MIL; admissible	
				safety results from 2 randomized phase-III studies and 1 open-label				parama kaominaga	under Rules 702/703.	
Trial Exh 0029	5/1/2016	LLY01281529	LLY01281607	long-term extension study		Robbins	Proof of Lilly's liability for breach	Not relevant: subject to MII	Relevant to Lilly's development of Rezpeg	
1							of contract and breach of the		and comparable drugs; Nektar opposes	
Trial Exh 0030	6/24/2016	6	1	Protocol I4V-MC-JAHG(d)			implied covenant of good faith and fair dealing		MIL.	
						Zalevsky	Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to	
1			1				covenant of good faith and fair	roomanton / personal knowledge.	damages and background; Rule 403	
1			1				dealing; proof of damages caused by Lilly's breaches; background		cumulative or duplicative objection can be addressed at trial; foundation and	
Trial Exh 0031	7/5/2016	6		U.S. Patent No. 9,381,254					knowledge will be established at trial.	
						Zalevsky	of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to	
							covenant of good faith and fair dealing, proof of damages caused		damages and background; Rule 403 cumulative or duplicative objection can be	
							by Lilly's breaches; background		addressed at trial; foundation and	
Trial Exh 0032	7/26/2016	Naktar00000417ccc	Nektar00000417665	U.S. Patent No. 9,399,070		Lisa Decker: Zalevsky: Kotzin:		Not relevant: no foundation / personal	knowledge will be established at trial. Foundation and knowledge will be	
1		. «cata10000041/058	catalogo(0041/005			Robbins	of contract; proof of damages	Not relevant; no foundation / personal knowledge; hearsay.	established at trial; relevant to damages;	
1			1				caused by Lilly's breaches		not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to	
									hearsay exception under Rules 803/807; admissible under Rules 702/703.	
Trial Exh 0033	11/3/2016	6		Email from Kimberly Ferguson to Lisa Decker re: NKTR-358 info					admissible under Rules 702/703.	
				, ,			Relevant to collaboration			
1			1				partnership and Rezpeg background; cross examination of			Exhibit has been supplemented for
Trial Exh 0036	11/28/2016	Nektar00000169944	Nektar00000169944		Calendar Invite re NKTR-358 partnering strategy	Robin	the named Nektar witness(es).	1	Incomplete (106)	completion or Exhibit is complete.

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description			Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				
Trial Exh 0040	12/13/2016	Nektar00000902968	Nektar00000902971		Fanton email re slide for non-clinical pharmacology folder		Other Nektar Witness	examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will b established at trial (see Rule 602).
		Nektar00001094955	Nektar00001095067			Zalevsky; Kotzin; Ruddock; Tagliaferri; Fanton; Robbins;		Proof of Lilly's liability for breach of contract and the implied	Not relevant.	Relevant background and relevant to Nektar's pre-License Agreement		
						Mostaghimi		covenant of good faith and fair		expectations.		
Trial Exh 0041	12/23/2016	LLY01280009	LLY01280081	Pre-IND Meeting Information Package		Nirula; Ramseyer; Schmitz;		dealing; background Proof of Lilly's liability for breach	Not relevant; subject to MIL; no foundation	Relevant to Lilly's CRE obligation and		
						Pfeifer; Klekotka; Skovrosnky; Krueger		of contract and the implied covenant of good faith and fair	/ personal knowledge.	development of Rezpeg and comparator drugs; foundation and knowledge will be		
						Kruegei		dealing		established at trial; admissible under Rule 702/703	s ·	
Trial Exh 0042	1/12/2017	Nektar00000434937	Nektar00000434938	Investigator's Brochure for Baricitinib		Robbins		Proof of Lilly's liability for breach	Not relevant; foundation.	Admissible for non-hearsay purpose		
								of contract and breach of the		and/or subject to hearsay exception under Rules 803/807: admissible under Rules		
								implied covenant of good faith and fair dealing		702/703: relevant to Lilly's CRE		
Trial Exh 0047	1/27/2017			Email from Lisa Decker to John Nicholson re: RE: Development Plans						obligation and development of Rezpeg, foundation will be established at trial.		
		LLY02315260	LLY02315297			Robbins		Proof of Lilly's liability for breach of contract and breach of the	Not relevant.	Relevant background.		
L								implied covenant of good faith and fair dealing				
Trial Exh 0049	2/9/2017	Nektar00000436566	Nektar00000436567	20170210 Hummingbird EISC review DRAFT 2		Robbins		Proof of Lilly's liability for breach	Foundation; hearsay.	Not hearsay under Rule 801; admissible		
								of contract and breach of the implied covenant of good faith and		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				Email from Lisa Decker to Steve Doberstein re: RE: NKTR-				fair dealing		admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0051	2/15/2017			258/359 planning								
		Nektar00000657066	Nektar00000657066			Robbins		Proof of Lilly's liability for breach of contract and breach of the	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
							1	implied covenant of good faith and fair dealing		hearsay exception under Rules 803/807; admissible under Rules 702/703;		
				Email from Howard Robin to Multiple Recipients re: Nektar			1	ian ocaling		admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0053	2/17/2017			Update								
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or			Not hearsay (Rule 801) and/or	
Trial Exh 0054	2/24/2017	LLY02368146	LLY02368207		Email from D. Murray to M. Blakely re Presentation Update		Murray	other relevant drugs relevant under the License Agreement standard.			hearsay exception applies (see Rules 803, 804, 807).	
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar				
					Nektar Therapeutics - Eli Lilly and Company Collaboration			witness(es); relevant to collaboration partnership and				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0056	2/27/2017	LLY02419028	LLY02419125		Discussion		Kutoloski, Nirula	Rezpeg background.			Hearsay (802)	807).
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contract				
								claims; Rebut and defend against Nektar's claim that Lilly failed to				Not hearsay (Rule 801) and/or hearsay
								use commercially reasonable				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0057	3/2/2017	LLY02356898	LLY02357000		Emaik from Wasserman re Hummingbird visit update		Nirula	efforts to develop Rezpeg. Relevant to collaboration			Hearsay (802)	807). Not hearsay (Rule 801) and/or hearsay
Trial Exh 0059	2000	LLY02447839	LLY02447844		Email from Klekotka re Project Hummingbird - Initial Impressions		en toda	partnership and Rezpeg			Hearsay (802)	exception applies (see Rules 803, 804,
Iriai Exti 0059	3///2017	LLY02475065	LLY02475065		Summary	Murray; Rao	Klekotka	background. Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
								of contract and breach of the implied covenant of good faith and	knowledge.	development of Rezpeg and damages; foundation and knowledge will be		
Trial Exh 0060	3/21/2017			Forecast titled Hummingbird 3 21 2017 Fest				fair dealing; proof of damages for Lilly's breaches		established at trial; admissible under Rule 702/703.		
Iriai Exti 0000	5/21/2017	Nektar00000002426	Nektar00000002431	Porecast titled Hummingbird 3 21 2017 Pcst		Zalevsky; Kotzin; Robin;		Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant background and to Nektar's pre-		
						Ruddock; Tagliaferri		of contract and the implied covenant of good faith and fair	knowledge.	License Agreement expectations; foundation and knowledge will be		
				Email from Thomas Haberberger to Ivan Gergel, Tagliaferri, and				dealing; proof of damages caused by Lilly's breaches; background		established at trial.		
Trial Exh 0061	3/23/2017			hmail from Thomas Haberberger to Ivan Gergel, Tagliaterri, and others re: NKTR-358 additional FDA comments				by Emys oreacnes, background				
							1	Rebut and defend against Nektar's				
							1	claim that Lilly failed to use commercially reasonable efforts to				
							1	commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and			Hearsay (802); Relevance (401/402)	
								Lilly's efforts, expertise, and resources to develop Rezpeg or			(Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804.
Trial Exh 0064	4/12/2012	LLY02329657	LLY02329791		Email from L. Pfeifer re Portfolio Review Deck		Skovronsky, Pfeifer, Robbins	other relevant drugs relevant under the License Agreement standard.				exception applies (see Rules 803, 804, 807). Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE.
ALDER EAST 0004	*12/2017	sacs 04347037	AA. A JEJE7171		A TORREST OF THE PROPERTY OF T		DECEMBERY, FIGHER, RODDINS	Rebut and defend against Nektar's				reconcesental S claims, and to CRE.
							1	claim that Lilly failed to use commercially reasonable efforts to				
							1	develop Rezpeg; cross examination of the named Nektar				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 0068	5/26/2017	Nektar00000749485	Nektar00000749490		Labrucherie email attaching Project Merlot Draft Term Sheet		Other Nektar Witness	witness(es).			Relevance (401/402)	witness (see Rules 401, 402).
		Nektar00000092522	Nektar00000092524			Sasaki; Robin; Ruddock	1	Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge; not relevant.	Relevant to damages and Nektar's expectations; not hearsay under Rule 801;		
							1	covenant of good faith and fair dealing; proof of damages caused		admissible for non-hearsay purpose and/or subject to hearsay exception under Rules	1	
							1	by Lilly's breaches		803/807: foundation and knowledge will		
Trial Exh 0070	5/28/2017	LLY00734709	LLY00734880	Email from Lorin Sasaki to Jill Thomsen re: Merlot Update		Evans	 	Proof of Lilly's liability for breach	Not relevant; subject to MIL; no foundation	be established at trial. Relevant to Lilly's credibility, CRE	1	
							1	of contract and the implied covenant of good faith and fair	/ personal knowledge.	obligation, and development of Rezpeg; not subject to MIL; Nektar opposes MIL;		
							1	covenant of good faith and fair dealing		foundation and knowledge will be		
Trial Exh 0071	5/30/2017	LLY00914354	LLY00914358	Email from Heather Wasserman to Thomas Burnol re: HB papers		Evans; Klekotka	 	Proof of Lilly's liability for breach	Not relevant.	established at trial. Relevant to Lilly's credibility, CRE		
							1	of contract and the implied covenant of good faith and fair		obligation, and development of Rezpeg.		
				Email from Janice Evans to Multiple Recipients re: RE: HUMMINGBIRD - Input on Stage 2 Diligence Summary **Need			1	dealing: proof of damages caused				
Trial Exh 0077	6/16/2017	LLY00828023	LLY00828039	by EOB Friday**		Marais; David Kutoloski;	 	by Lilly's breaches Proof of Lilly's liability for breach	Cumulative or duplicative.	Rule 403 cumulative or duplicative		
						Nirula	1	of contract and the implied		objection can be addressed at trial and balance favors admissibility.		
				Email from David Kutoloski to Darren John Carroll re: Updated			1	covenant of good faith and fair dealing; proof of damages caused		committe navors annussionity.		
Trial Exh 0078	6/20/2017	1		Board materials	İ			by Lilly's breaches	1	1	1	1

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
				·								The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules
												401, 402). Foundation/personal
								Relevant to collaboration			Relevance (401/402); Lack of	knowledge will be established at trial (see Rule 602). Lilly reserves the right
					Email from Wilson re Lilly Conflict Waiver			partnership and Rezpeg			Foundation/Personal	to challenge Nektar's clawback under
Trial Exh 0079	6/23/2017	Nektar00000432083	Nektar00000432085		Email from Wilson re Lilly Conflict Waiver		Other Nektar Witness	background. Rebut and defend against Nektar':			Knowledge (104/602); Privilege	the PO.
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
Trial Exh 0081	6/25/2017	Nektar00000002525	Nektar00000002526		Email from Zalevsky re NKTR-358		Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
								Relevant to Lilly's efforts,			((
								expertise, and resources to develop Rezpeg or other relevant				
								drugs under the License Agreement standard: Rebut and				Not hearsay (Rule 801) and/or hearsay
								defend against Nektar's claim that				exception applies (see Rules 803, 804,
					Lilly Bio-Medicines Innovation Subcommittee (ISC) Olumiant			Lilly failed to use commercially reasonable efforts to develop			Hearsay (802); Foundation/Personal	807). Foundation/personal knowledge will be established at trial (see Rule
Trial Exh 0082	6/26/2017	LLY02464221 LLY02426526	LLY02464235		AtD and AA Commercial Decision	Skovrosnky: Nirula: Klekotka:	Nirula	Rezpeg.		Relevant to Lilly's credibility, CRE	Knowledge (104/602)	602).
		LLY02426526	LLY02426530			Murray; Robbins; Mostaghimi		of contract and the implied	No foundation / personal knowledge; not relevant; subject to MIL.	obligation, and development of Rezpeg		
								covenant of good faith and fair dealing		and comparator drugs; not subject to MIL. Nektar opposes MIL; foundation and		
				Baricitinib Program Contrarian Document for Atopic Dermatitis				ucumg		knowledge will be established at trial;		
Trial Exh 0086	7/10/2017			and Alopecia Areata Commercial Decision				Relevant to collaboration		admissible under Rules 702/703.		
		1					1	partnership and Rezpeg				Foundation/personal knowledge will be
		1			Email from Hofheimer re Internal Nektar Discussion Regarding		1	background; Relevant to License Agreement terms and/or			Lack of Foundation/Personal	established at trial (see Rule 602); Lilly reserves the right to challenge Nektar's
Trial Exh 0093	7/27/2017	Nektar00000475805 LLY01290904	Nektar00000475807 LLY01290935		Draft Merlot Agreement	Skovrosnky; Nirula; Klekotka	Other Nektar Witness	compliance. Proof of Lilly's liability for breach	Not relevant; cumulative and duplicative.	Relevant to Lilly's CRE obligation and	Knowledge (104/602); Privilege	clawback under the protective order.
		101270904	101270933			SKOVIOSIKY, MITHIE; KIEKOTKE	1	of contract and the implied	. vo. resevant, cumunative and dupiteative.	development of Rezpeg and comparator		
		1					1	covenant of good faith and fair dealing		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 0094	8/2/2017	LLY00782967		Investigator's Brochure for Torudokimab						balance favors admissibility.		
		LLY00782967	LLY00782972			Murray; Jim Krueger; Ed Buthusiem; Skovrosnky;		Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge; hearsay; no authentication.	Authenticated by virtue of Lilly producing it during discovery in response to Nektar		
						Nirula; Mostaghimi		covenant of good faith and fair dealing		production requests. Metro-Goldwyn- Mawer Studios. Inc. v. Grokster. Ltd. 454		
								deaning		F. Supp. 2d 966, 972 (C.D. Cal. 2006).		
										Foundation and knowledge will be established at trial: admissible under Rule		
										702/703: not hearsay under Rule 801:		
				Email from Henry Bryant to Ryan Robinson, Charles Lugar re:						admissible for non-hearsay purpose and/or subject to hearsay exception under Rules		
Trial Exh 0095	8/9/2017	LLY02078942	LLY02078988	additional homework				B . C CITI I C I T . C . I I	No. 1 12 100	803/807. Relevant to Lilly's CRE obligation and		
		LLY02078942	LLY020/8988			Murray		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; no foundation / personal knowledge.	development of Rezpeg and comparator		
				Email from C Christopher Bultinck to David Murray re: Per our				covenant of good faith and fair dealing; credibility		drugs; not subject to MIL; Nektar opposes MIL; foundation and knowledge will be		
Trial Exh 0096	9/7/2017			conversation						established at trial.		
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant				
								drugs relevant under the License Agreement standard;				Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802);	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
							Skovronsky, Nirula,	commercially reasonable efforts to			Foundation/Personal	will be established at trial (see Rule
Trial Exh 0097	9/14/2017	LLY02464236	LLY02464259		Baricitinib SLE Development Strategy		Buthusiem	develop Rezpeg. Rebut and defend against Nektar's			Knowledge (104/602)	602).
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0098	9/15/2017	Nektar00000001819	Nektar00000001823		Email from Tagliaferri re 16-358-01 Protocol A3.0 QC Draft on SharePoint		Zalevsky, Kotzin	examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 804, 807)
	21 - 11 - 1	Nektar00000001819 LLY002080520	LLY002080534			Nirula; Klekotka; Krueger		Proof of Lilly's liability for breach	Not relevant; subject to MIL; no foundation			
								of contract and the implied covenant of good faith and fair	/ personal knowledge.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
								dealing		MIL; foundation and knowledge will be established at trial; admissible under Rule		
Trial Exh 0100	9/20/2017			Email from Songqing Na to Henry Bryant, Thomas Burnol						702/703.		
		1				Zalevsky	1	Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to		
		1					1	covenant of good faith and fair dealing; proof of damages caused		damages and background; Rule 403 cumulative or duplicative objection can be		
		1					1	by Lilly's breaches; background		addressed at trial; foundation and		
Trial Exh 0102	10/3/2017	LLY02474872	LLY02474872	U.S. Patent No. 9,775,911		Nirula: Skovrosnky: Jonsson:	1	Proof of Lilly's liability for breach	Not relevant: cumulative or duplicative.	knowledge will be established at trial. Relevant to Lilly's CRE obligation and		
			1027/70/2			Ashrafzadeh; Schmitz;	1	of contract and the implied	community or aupricative.	development of Rezpeg and comparator		
						Manner; Murray; Ramseyer; Pfeifer; Robbins	1	covenant of good faith and fair dealing		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 0104	10/31/2017		1	Baricitinib/Olumiant - Phase 2 Atopic Dermatitis - CSR Synopsis	1	Robbins: Ed Buthusiem		-	Not relevant; subject to MIL; hearsay.	balance favors admissibility. Relevant to Lilly's CRF obligation and		
		1				Koooifis; Ed Butnusiem	1	of contract and the implied		development of Rezner and comparator		
		1					1	covenant of good faith and fair dealing		drugs; not subject to MIL; Nektar opposes MIL; not hearsay under Rule 801;	•	
		1					1			admissible for non-hearsay purpose and/or subject to hearsay exception under Rules	r	
Trial Exh 0105	11/6/2017			Stelara Shows Positive Results in Treatment of Systemic Lupus Erythematosus In Phase 2 Trial		<u> </u>	<u> </u>			803/807.	<u> </u>	
						Robbins	1	Proof of Lilly's liability for breach of contract and breach of the	Hearsay (801); relevance (402); foundation; 403	Not hearsay under Rule 801; admissible for non-hearsay nurpose and/or subject to		
		1					1	implied covenant of good faith and		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
							1	fair dealing		admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation		
		1		PR Newswire, "Stelara® (ustekinumab) Shows Positive Results In			1			and development of Rezpeg and comparator drugs; not subject to MIL:		
				Treatment Of Systemic Lupus Erythematosus In Phase 2 Trial," November 6, 2017, available at https://www.prnewswire.com/news			1			Nektar opposes MIL; foundation and		
Third Each Cook	11/6/2017			releases/stelara-ustekinumab-shows-positive-results-in-treatment-o	e e		1			knowledge will be established at trial.		
Trial Exh 0106	11/6/2017		1	systemic-lupus-erythematosus-in-phase-2-trial-300549543.html.	1			Rebut and defend against Nektar's				
		1					1	claim that Lilly failed to use commercially reasonable efforts to				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The
		1					1	develop Rezpeg; cross				exhibit is relevant to rebut Nektar
Trial Exh 0107	11/7/2017	N/A			Nektar Therapeutics FQ3 2017 Earnings Call Transcript		Robin, Ruddock, Zalevsky	examination of the named Nektar witness(es).			403; Relevance (401/402); MIL	claims and to CRE (see Rules 401, 402). MIL is opposed.

Ex. No.		Regin Rates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description	Ashrafzadeh: Mostaghimi:		Proof of Lilly's liability for breach	Hearsay; objection to incomplete exhibit;	Relevant to Lilly's CRE obligation and	, , , , , , , , , , , , , , , , , , ,	,
						Robbins		of contract and the implied	not relevant.	development of Rezpeg and comparator		
								covenant of good faith and fair dealing		drugs; not hearsay under Rule 801; admissible for non-hearsay purpose and/or	r	
				Common Terminology Criteria for Adverse Events (CTCAE),						subject to hearsay exception under Rules 803/807; exhibit is not incomplete.		
Trial Exh 0108	11/27/2017	LLY00692173	LLY00692200	Version 5.0		Mostaghimi		Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703:		
		11.1000/21/3	11.100072200					of contract and breach of the	10 tolination / personal knowledge.	foundation will be established at trial.		
Trial Exh 0109	12/19/2017	,		Injection-Site Reactions in Ixekizumab Clinical Trials in PsO, PsA, and axSpA				implied covenant of good faith and fair dealing				
		Nektar00000005285	Nektar00000005286	Email from Margit Tagliaferri to Suresh Siddhanti, Thomas		Pfeifer; Nirula; Evans; Zalevsky; Kotzin; Tagliaferri		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under		
Trial Exh 0110	1/16/2018	3		Haberberger, and others re: RE: NKTR-358: prep for FDA call - background information to be updated and reviewed by team				covenant of good faith and fair dealing		Rules 803/807; foundation and knowledge will be established at trial.		
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0111	2/8/2018	LLY02468367	LLY02468409		IL-33 Board of Directors Q1 Update		Klekotka	Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's				Not hearsay (Rule 801) and/or hearsay
					BMS Press Release, "Bristol-Myers Squibb and Nektar			claim that Lilly failed to use commercially reasonable efforts to				exception applies (see Rules 803, 804, 807); Foundation/personal knowledge
					Therapeutics Announce Global Development & Commercialization Collaboration for Nektar's CD122-biased Asonist, NKTR-214			develop Rezpeg; Relevant to jury understanding of Nektar's				will be established at trial (see Rule 602). MIL is opposed: The exhibit is
					https://news.bms.com/news/partnering/2018/Bristol-Myers-Squibb and-Nektar-Therapeutics-Announce-Global-Development-			business, a key issue relevant to parties' claims and defenses;			Hearsay (802); Lack of Foundation/Personal	relevant to Lilly defenses, rebut Nektar claims (see Rules 401, 402); No unfair
	2/14/2018				Commercialization-Collaboration-for-Nektars-CD122-biased-		Zalevsky, Robin	Cross examination of the named			Knowledge (104/602); MIL;	prejudice and balance favors
Trial Exh 0112	2/14/2018	LLY00876975	LLY00876998		Agonist-NKTR-214/default.aspx	Skovrosnky; Nirula	Zaievsky, Robin	Nektar witness(es). Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible	Relevance (401/402); 403	admissibility (see Rules 401, 403).
								of contract and the implied covenant of good faith and fair	knowledge; subject to MIL.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				Email from Verna Toma Schmidlkofer to Aiav Nirula re: RE:				dealing; proof of damages caused by Lilly's breaches		foundation and knowledge will be established at trial; not subject to MIL;		
Trial Exh 0113	2/27/2018	3		McKinsey Readout						Nektar opposes MIL.		
								Rebut and defend against Nektar's claim that Lilly failed to use				No unfair prejudice and balance favors
								commercially reasonable efforts to develop Rezpeg; cross				admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar
Trial Exh 0114	3/1/2018	N/A			Nektar Therapeutics 10-k for fiscal year 2017		Robin, Ruddock, Zalevsky	examination of the named Nektar witness(es).			403; Relevance (401/402); MIL	claims and to CRE (see Rules 401, 402). MIL is opposed.
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant drugs under the License				
								Agreement standard: Rebut and				Not hearsay (Rule 801) and/or hearsay
								defend against Nektar's claim that Lilly failed to use commercially			Hearsay (802);	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
Trial Exh 0116	3/22/2018	LLY02426094	LLY02426110		LBM Portfolio Execution Committee (PEC) Olumiant SLE Commercial Decision		Nirula	reasonable efforts to develop Rezpeg.			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule 602).
		LLY00868555	LLY00868598			Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
								covenant of good faith and fair dealing; proof of damages caused		drugs; not hearsay under Rule 801; admissible for non-hearsay purpose and/or		
				Email from Ajay Nirula to Jude E Onyia re: FW: Slides for				by Lilly's breaches		admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will		
Trial Exh 0119	4/5/2018	3		Immunology PMT presentation						be established at trial.		
						Murray; Robbins; Mostaghimi Skovrosnky; Nirula; Klekotka;		of contract and the implied	Subject to MIL; not relevant; probative value outweighed by unfair prejudice or jury	relevant to Lilly's CRE obligation and		
						Pfeifer; Ramseyer		covenant of good faith and fair dealing	confusion (403).	development of Rezpeg and comparator drugs; highly probative, not prejudicial or		
Trial Exh 0121	5/1/2018	3		Baricitinib (Olumiant) FDA Label						confusing, and Rule 403 balance favors admissibility.		
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
					Email from S. Phillips to J. Ruddock re Reports: NKTR Q1 2018			examination of the named Nektar				witness (see Rules 401, 402). MIL is
Trial Exh 0124	5/11/2018	Nektar00000666760	Nektar00000666778		Financial Results Call and Webcast		Ruddock	witness(es). Relevant to Lilly's efforts,			Relevance (401/402); MIL	opposed.
								expertise, and resources to develop Rezpeg or other relevant				
								drugs relevant under the License Agreement standard;				Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802):	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
Trial Exh 0125	5/14/2015	LLY02464491	11.Y02464518		Injection Site Pain Update / Mitigation for Mirikizumab & Implications Across the Portfolio slides		Krueger, Buthusiem, Klekotka Murray				Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule
cond EXII 0123	3/14/2018	A U.2404471	102404010		mquemons (s.1035 the Portrollo Situes	1	········y	Relevant to Lilly's efforts,			104/002)	002).
						1		expertise, and resources to develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0126	5/24/2018	LLY02082922	LLY02082957		IL-33 Board of Directors 2018 Q2 Update	<u> </u>	Klekotka, Buthusiem	drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106)	807). Exhibit has been supplemented for completion or Exhibit is complete.
								Relevant to Lilly's efforts, expertise, and resources to				
						1		develop Rezpeg or other relevant drugs relevant under the License				
						1		Agreement standard; Rebut and defend against Nektar's				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
						1		claim that Lilly failed to use			Hearsay (802);	807). Foundation/personal knowledge
Trial Exh 0127	6/7/2018	LLY02464372	LLY02464400		"Taltz New Formulation – Development Strategy" Deck		Krueger, Buthusiem, Klekotka Murray, Skovronsky	develop Rezpeg.			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule 602).
								Rebut and defend against Nektar's claim that Lilly failed to use				
						1		commercially reasonable efforts to develop Rezpeg; cross				
Trial Exh 0128	6/12/2018	Nektar00000211557	Nektar00000211568		Email re SAD/MAD studies		Other Nektar Witness	examination of the named Nektar			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
road EAH 0120	0/12/2018	LLY00945995	LLY00945995		Parameter of the office Munics	Pfeifer	Conc. Perial Willess	Proof of Lilly's liability for breach	No foundation / personal knowledge; not	Foundation and knowledge will be	(104/002)	совионаней и ини (мес всиге 002).
				Email from Lance Pfeifer to Julie Murphy Cramer re: RE: timeline				of contract and the implied covenant of good faith and fair	relevant.	established at trial; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0129	6/20/2018	3		check for case management discussion at noon today		Nirula; Skovrosnky; Jonsson;	-	dealing Proof of Lilly's liability for breach	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and		
		LLY02474877	LLY02474877			Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
Trial Exh 0130	6/22/2018			Baricitinib/Olumiant - Phase 2 Lupus - CSR Synopsis		Pfeifer; Robbins		dealing		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			And Description	Any Anna/Description	Robbins; Mostaghimi		Proof of Lilly's liability for breach	Subject to MIL; hearsay; not relevant; no foundation / personal knowledge.	Not subject to MIL; Nektar opposes MIL;		
								of contract and the implied covenant of good faith and fair	foundation / personal knowledge.	not hearsay under Rule 801; admissible fo non-hearsay purpose and/or subject to	r	
								dealing		hearsay exception under Rules 803/807;		
				Article titled Baricitinib for systemic lupus erythematosus: a						relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
Trial Exh 0132	7/1/2018			double blind randomised, placebo-controlled, phase 2 trial - Wallace et al. (2018) - The Lancet						drugs; admissible under Rules 702/703.		
and EAR 0132	//1/2018	LLY00101534	LLY00101554	Stance Stal. (2016) - The Lancet		Evans		Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be		
		1		Safety and regulatory agreement between Eli Lilly & Company and				of contract and the implied covenant of good faith and fair		established at trial.		
Trial Exh 0133	7/6/2018			Nektar Therapeutics		Robbins		dealing Proof of Lilly's liability for breach	Hearsay (801); relevance (402); foundation;	Not hearsay under Rule 801; admissible		
						Kobbins		of contract and breach of the	Hearsay (801); relevance (402); foundation; 403; MiL.	for non-hearsay purpose and/or subject to		
				Eli Lilly and Company, and PR Newswire, "Study Published in				implied covenant of good faith and fair dealing	d	hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant		
				The Lancet Shows Benefit of Baricitinib 4 mg for the Treatment of						to credibility and Lilly's CRE obligation and development of Rezpeg and		
				Systemic Lupus Erythematosus (SLE)," July 19, 2018, available at https://lilly.mediaroom.com/2018-07-19-Study-Published-in-The-						comparator drugs; not subject to MIL;		
Trial Exh 0134	7/19/2018			Lancet-Shows-Benefit-of-Baricitinib-4-mg-for-the-Treatment-of- Systemic-Lupus-Erythematosus-SLE.						Nektar opposes MIL; Foundation will be established at trial.		
mar Extrors4	7/19/2018			Systemic-Lupus-Erythematosus-SLE.				Rebut and defend against Nektar				
					Email thread re Discussion topics for L. E. K. call on Tuesday			allegations of damages or other harm; cross examination of the			Lack of Foundation/Personal	Foundation/personal knowledge will b
Trial Exh 0135	7/24/2018	Nektar00000753837	Nektar00000753839		(7/24)		Marais, Other Nektar Witness	named Nektar witness(es).			Knowledge (104/602)	established at trial (see Rule 602).
								Relevant to collaboration partnership and Rezpeg				
Trial Exh 0137	0.0.001	Nektar00000174926	N. I				Other Nektar Witness	background; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal	Foundation/personal knowledge will b
Irial Exh 0137	8/2/2018	Nektar00000174926	Nektar00000174928		Ferguson Email to Do attaching Draft JPT Agenda		Other Nektar Witness	Rebut and defend against Nektar's			Knowledge (104/602)	established at trial (see Rule 602). The exhibit is relevant to rebut Nektan
								claim that Lilly failed to use commercially reasonable efforts to				claims and to cross examine Nektar witness (see Rules 401, 402).
1								develop Rezpeg; cross			Relevance (401/402); Lack of	Foundation/personal knowledge will b
Trial Exh 0138	8/6/2018	Nektar00000467429	Nektar00000467429		Do Email to Gil Labrucherie re 1 on 1		Other Nektar Witness	examination of the named Nektar witness(es).			Foundation/Personal Knowledge (104/602); MIL	established at trial (see Rule 602). MII is opposed.
					*****			Rebut and defend against Nektar's	s		g	
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will b
Trial Exh 0140	8/13/2018	Nektar00000467442 LLY01279389	Nektar00000467447		Do Email to Lilly re Decker Handoff attaching JPT agenda		Other Nektar Witness	witness(es).			Knowledge (104/602)	established at trial (see Rule 602).
		LLY01279389	LLY01279426			Robbins		Proof of Lilly's liability for breach of contract and the implied	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
								covenant of good faith and fair	anomada.	drugs; admissible under Rules 702/703.		
Trial Exh 0141	8/15/2018	LLY00794989	LLY00795018	Investigator's Brochure for Anti-BTLA Agonist/Venanprubart IB		Murray: Evans: Klekotka		dealing Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and its		
								of contract and the implied		development of Rezpeg.		
Trial Exh 0142	8/16/2018			Email from Jeffrey Wilson to David Murray, Jingyong Zhao, and others re: Adjacent Disease State Project - Immunology				covenant of good faith and fair dealing				
								Relevant to Lilly's efforts,				
								expertise, and resources to develop Rezpeg or other relevant				
								drugs relevant under the License Agreement standard;				Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's	s			exception applies (see Rules 803, 804,
							Krueger, Buthusiem, Klekotka				Hearsay (802); Foundation/Personal	807). Foundation/personal knowledge will be established at trial (see Rule
Trial Exh 0143	8/16/2018	LLY02464451 LLY00347890	LLY02464490 LLY00347971	CT: 10-10-117-200-024-1-1-2-0-4-1	Taltz Alternate Formulation - Development Strategy	Robbins	Murray, Skovronsky	develop Rezpeg. Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703:	Knowledge (104/602)	602).
		11.100347890	11.10034/9/1	Clinical Study Protocol 17-358-02 Amendment 2 .0: A Phase 1, Double-Blind, Randomized, Placebo-Controlled, Ascending		Kooons		of contract and breach of the	No toundation / personal knowledge.	foundation will be established at trial.		
				Multiple-Dose Study To Evaluate The Safety, Tolerability, Pharmacokinetics, And Pharmacodynamics Of Subcutaneous Nktr-				implied covenant of good faith and fair dealing	d			
Trial Exh 0144	8/17/2018			358 In Patients With Systemic Lupus Erythematosus				_				
								Relevant to collaboration development decisions to defend				
Trial Exh 0146	0.20.2016	LLY02261234	LLY02261240		Nektar-Lilly NKTR-358 JPT Minutes Final		Kotzin, Zalevsky, Nirula, Pfeifer, Huckstep	against Nektar's breach of contrac claims.	t		Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Inai Exti 0146	8/28/2018	LL102201234	LL.102261240		Nextar-Liny NK1R-358 JP1 Minutes Pinai		Prener, Huckstep	Rebut and defend against Nektar's	s		incomplete (106)	completion or exhibit is complete.
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross	,			
Trial Exh 0154	9/6/2018	Nektar00000912522	Nektar00000912561		DSA Draft		Pfeifer, Huckstep, Other Nektar Witness	examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
		LLY01245454	LLY01245528			Zalevsky; Kotzin; Robbins;		Proof of Lilly's liability for breach of contract and the implied	Not relevant; duplicative or cumulative.	Relevant background and to Lilly's CRE obligation and development of Rezpeg,		
						Mostaghimi		covenant of good faith and fair		Rule 403 cumulative or duplicative		
Trial Exh 0158	9/27/2018			Rezpeg Phase 1 SAD Protocol				dealing		objection can be addressed at trial and balance favors admissibility.		
Hair Extroros	9/2//2016	LLY01283571	LLY01283619	Rezpeg Filase 1 SAD Florocol		Robbins; Mostaghimi		Proof of Lilly's liability for breach	Not relevant; duplicative or cumulative.	Relevant to Lilly's CRE obligation and		
								of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs: Rule 403 cumulative or dunlicative		
L		1						dealing		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 0159	10/2/2018	1		Investigator's Brochure for CD200R		1	1	Relevant to collaboration		balance favors admissibility.	1	1
		1						partnership and Rezpeg				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0160	10/2/2018	Nektar00000468902	Nektar00000468909		F. Curtis Email with attachment	<u> </u>	Huckstep	background; cross examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use	s			
		1						commercially reasonable efforts to				
					Email from T. Do re Lilly - Nektar - Dev Agreement and PRA			develop Rezpeg; Cross examination of the named Nektar				Lilly reserves the right to challenge
Trial Exh 0161	10/4/2018	Nektar00000467144 Nektar00000544192	Nektar00000467149		sow	Zalevsky: Ruddock: Kotzin:	Kotzin, Zalevsky	witness(es).	N. F. Le. Co.	r 12	Privilege (partial)	Nektar's clawback under the PO.
		nektar00000544192	Nektar00000544210			Fanton; Nirula; Skovrosnky;		Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge; not relevant.	Foundation and knowledge will be established at trial; relevant to Lilly's CRE	ı	
		1		Email from Kimberly Ferguson to Jason Barnard re: RE: Updated		Jonsson; Ashrafzadeh; Schmitz; Manner; Murray;		covenant of good faith and fair dealing		obligation and development of Rezpeg.		
Trial Exh 0162	10/9/2018			Email from Kimberly Ferguson to Jason Barnard re: RE: Updated NKTR-358 program slides		Ramseyer; Pfeifer; Lancaster		_				
		LLY02177922	LLY02177957			Evans; Schmitz		Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge; not relevant.	Foundation and knowledge will be established at trial; relevant to Lilly's CRI		
		1		Email from William Barchuk to Carsten Schmitz, Kimberley				covenant of good faith and fair	acar vans.	obligation and development of Rezpeg.		
Trial Exh 0163	10/10/2018			Jackson re: Hummingbird_Kick_off_04Aug2017.pptx			1	dealing				
								Rebut and defend against Nektar's	s			
		1						claim that Lilly failed to use commercially reasonable efforts to	,			
								develop Rezpeg; Relevant to				
		1						Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0164	10/10/2015	LLY02315561	LLY02315565		Email from L. Pfeifer re Nektar proposal for Lilly Elected		Pfeifer	other relevant drugs relevant under the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804,

Mary 1995	Ev No		Ranin Rutar	End Bates			Nektor Spansoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Part	Ex. No.	Date	begin bates	End Dates	Nektar Title/ Description	Lily Title/Description	vektar Sponsoring witness	Lary Sponsoring vitness		Emy Objection(s)	(Nektair's Responses to Objection(s)	Nektai Objection(s)	Liny's Responses to Objection(s)
Part													
Company									develop Rezpeg or other relevant				
Part									drugs relevant under the License Agreement standard:				Not hearsay (Rule 801) and/or hearsay
Marked M									Rebut and defend against Nektar	's			exception applies (see Rules 803, 804,
Part								Krueger, Buthusiem, Klekotka	 commercially reasonable efforts t 	to		Foundation/Personal	807). Foundation/personal knowledge will be established at trial (see Rule
Part	Trial Exh 0165	10/18/2018	LLY02464554	LLY02464591		"Taltz Alternative Formulation - Development Strategy" Deck		Murray, Skovronsky	develop Rezpeg.			Knowledge (104/602)	
March Marc									claim that Lilly failed to use	's			established at trial (see Rule 602). The
March 1968 1969									commercially reasonable efforts t	to			exhibit is relevant to rebut Nektar
									examination of the named Nektar	r		Knowledge (104/602);	witness (see Rules 401, 402). MIL is
Part	Trial Exh 0167	10/19/2018	Nektar00000295735	Nektar00000295757		Robles email re Weekly Clinical Study Updates for Oct 19		Other Nektar Witness	witness(es).			Relevance (401/402); MIL	opposed.
March Marc									Rebut and defend against Nektar	rs .			
March Marc									claim that Lilly failed to use	to.			
No. 1									develop Rezpeg; Relevant to				
1985 1985									Lilly's efforts, expertise, and resources to develon Reznee or				Not hearsay (Rule 801) and/or hearsay
March Marc						Email from L. Pfeifer re Update on IL-2 PEG AtD/PsO			other relevant drugs relevant und	er			exception applies (see Rules 803, 804,
	Trial Exh 0168	11/1/2018	LLY00949422 LLY00751576	LLY00949423 LLY00751577		Sponsorship	Klekotka: Evans	Pfeifer, Schmitz	the License Agreement standard. Proof of Lilly's liability for breac	th No foundation / personal knowledge:	Foundation and knowledge will be	Hearsay (802)	807).
1.500 1.50									of contract and the implied	probative value outweighed by jury	established at trial; high probative and		
Part	Trial Exh 0170	11/8/2018			Email from Janice Evans to Philip Barrington re: Regulatory History related to AE Grading for Immunology					contusion (403).	Rule 403 balance favors admissibility.		
Part									Rebut and defend against Nektar	0			
Auto-									claim that Lilly failed to use				
1 1 1 1 1 1 1 1 1 1			1	1					develop Rezpeg; Relevant to	10		H (802)	Not hearsay (Rule 801) and/or hearsay
			1	1					Lilly's efforts, expertise, and			ricalisay (802)	exception applies (see Rules 803, 804, 807).
1985 1985						nant in the second			other relevant drugs relevant und	er			
1,000 1,00	Trial Exh 0171	11/9/2018		LLY02091546	1	r.man rrom I. Kassner re K&D business plan materials and a few updates]	the License Agreement standard.	<u> </u>			<u> </u>
1908 1909			LLY00977764	LLY00977778			Mostaghimi	·	Proof of Lilly's liability for breach	h Not relevant; no foundation / personal	Relevant background; admissible under		
Control Cont			1	1	Letter from Department of Health and Human Services - Meeting			1	implied covenant of good faith ar		established at trial.		
Part	Trial Exh 0174	11/26/2018		-	Request - Written Responses			-	fair dealing				
March Marc									Relevant to Lilly's efforts,				
And The Control of Con									expertise, and resources to				
Part									develop Rezpeg or other relevant drugs relevant under the License				
Half In 1970 1970 1970 1970 1970 1970 1970 1970									Agreement standard; rebut and				
1									Lilly failed to use commercially	25			
									reasonable efforts to develop				
March Marc									understanding of injection site				Not hearsay (Rule 801) and/or hearsay
Hart Marie Wilson Wilso	T-i-1 E-1-0176	12/2/2015	11 202082220	I I V02092246		ICD Tools Econo Inter-		Vlahatha Nimila	reactions, a key issue relevant to			Harris (802)	exception applies (see Rules 803, 804,
Mark	Hair Extro173	12/3/2016	LLY02472861	LLY02472972		ESK Task Porce into	Robbins; Mostaghimi	Kiekotka, Nitula	Proof of Lilly's liability for breac	h Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and	ricalsay (802)	807).
1									of contract and the implied	knowledge; subject to MIL.	development of Rezpeg and comparator		
Part									dealing		not subject to MIL; Nektar opposes MIL.		
Sing Table 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Trial Exh 0180	12/7/2018			Investigator's Brochure for Baricitinib (Olumiant)				Rebut and defend against Nektor	Se .			
1									claim that Lilly failed to use				The exhibit is relevant to Lilly defenses
Marche 1985 Marche 198									commercially reasonable efforts t	to			rebut Nektar claims (see Rules 401, 402):No unfair prejudice and balance
L 1/10/2006/2 L 1/10/2006/2 L 1/10/2006/2 R						Strategic Collaboration Agreement between Nektar and Bristol-			examination of the named Nektar	r			favors admissibility (see Rules 401.
The LANGE 19, 20, 200 Service Control of the Contro	Trial Exh 0185	12/19/2018	Nektar00001378485 LLY01290863			Myers Squibb Company	Robbins: Mostaghimi	Robin, Zalevsky, Tagliaferri	witness(es). Proof of Lilly's liability for breac	h Not relevant: subject to MIL: cumulative or	Relevant to Lilly's CRE obligation and	Relevance (401/402); 403; MI	L 403); MIL is opposed.
Into 15-01106 12-20-20-20-18 Into 15-01106 12-20-20-20-20-20-20-20-20-20-20-20-20-20									of contract and the implied		development of Rezpeg and comparator		
The Each Old 1202016 Long Proof of Early Medium of the Courter and the special for the Court of Early Medium o									covenant of good faith and fair dealing	knowledge.	not subject to MIL; Nektar opposes MIL;		
Trait End 104 19 20 19 19 19 19 19 19 19 19 19 19 19 19 19									-		Rule 403 cumulative or duplicative		
LYUSENSE AND LYUSE	Trial Exh 0186	12/20/2018		1	Investigator's Brochure for Torudokimab						balance favors admissibility.		
Field Eds 0187 1/2019 Selection Option 12 1/2019 Networks (CONTINUE) Selection of the product of pr			LLY01283283	LLY01283332			Robbins; Mostaghimi		Proof of Lilly's liability for breac	h Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and		
Intel Eds (1972) Intel Eds (1									covenant of good faith and fair		drugs; Rule 403 cumulative or duplicative		
LY008979 LY008915 LY0	Table Each Or or	Lancin	I	1	Investigator's Resolute for CD2000			1	dealing		objection can be addressed at trial and		
First Esh 0190 18-2019 18-20	mat Extru 18/	1/3/2015	LLY00889769	LLY00889815	investigator's procedure for CD200K			1	Proof of Lilly's liability for breac	h No foundation / personal knowledge;	Foundation and knowledge will be		
End Exh 0159 1.0-2019 Can be compared and the complete (105) Can be completed in the completed in the completed in the completed in the			1	1			Robbins; Schmitz	1	of contract and the implied	hearsay.	established at trial; admissible under Rule	s	
RE RFAC protocol - Time of Post injection pain assessments 142,019 Relevant deferred against Nektur's claim that LHJ (shilds to use commercially reasonable efforts to develop Rerege; cross extension of the named Nektur and Bristol- 142,019 Nektur0000099712 Nektur0000099715 Nektur00000099715 Nektur00000099715 Nektur0000099715 Nektur00000099715 Nektur00000099715 Nektur00000099715 Nektur00000099715 Nektur00000099715 Nektur000000099715 Nektur00000099715 Nektur00000099715 Nektur00000099715 Nektur000000099715 Nektur000000099715 Nektur000000099715 Nektur000000099715 Nektur000000099715 Nektur000000099715 Nektur000000099715 Nektur000000099715 Nektur0000000099715 Nektur0000000099715 Nektur000000000000000000000000000000000000			1	1				1	dealing		admissible for non-hearsay purpose and/or		
Rebut and deficial against Nobian's chain that Lily failed to use secomencially reasonable efforts to develop Regreg cross examination of the named Nobian's chain that Lily failed to use secomencially reasonable efforts to develop Regreg cross examination of the named Nobian's commercially reasonable efforts to develop Regreg cross examination of the named Nobian's commercially reasonable efforts to develop Regreg cross examination of the named Nobian's commercially reasonable efforts to develop Regreg cross examination of the named Nobian's commercially reasonable efforts to develop Regreg cross examination of the named Nobian's commercially reasonable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of the named Nobian's commercial presentable efforts to develop Regreg Cross examination of th	T-i-1 E-1-0190	1/9/2016	I	1	Email from Joanne Lancaster to William Barchuk, David Webb re:								
Sentencially recommend efforts to develop Regreg cross examination of the named Nektar section of the named Nektar	rodi EAU VI 89	1/8/2015	1		A. A. A. protocor - rane or rost injection pain assessments		1			Ts .	own dW fo	1	
Intil Eth 0190 1-9/2019 Netar00000096712 Netar00000096715 Netar00000096715 Netar00000096715 Netar00000096715 Netar00000096715 Netar00000096715 Netar00000096715 Netar00000096715 Netar00000096715 Netar0000096715 Netar00000096715 Netar000000096715 Netar000000096715 Netar000000096715 Netar000000000000000000000000000000000000			1	1					claim that Lilly failed to use	_			
First Esh 0190 Netw/00000096712 Netw/00000096715 Netw/0000000096715 Netw/00000096715 Netw/00000096715 Netw/00000096715 Netw/000000096715 Netw/000000096715 Netw/000000096715 Netw/000000096715 Netw/000000096715 Netw/000000000000000000000000000000000000				1					develop Rezpeg; cross				
Rebut and defend against Nektor's chains that Lilly is felled to use commercially reasonable efforts to some commercially efforts to some commercially reasonable efforts to some commercially efforts to s	Trial Exh 0190	1/9/2016	Nakaan0000006712	Naktar0000006715		NETP.358 Development team meeting		Kotvin				Incomplete (106)	Exhibit has been supplemented for
First Esh (19) 1/17/2019 Netart000006770708 Notar0000006770707 Notar0000006770708 Notar0000006770707 Notar00000006770707 Notar0000006770707 Notar00000006770707 Notar00000006770707 Notar000000000000000000000000000000000000	TOTAL STREET	2/9/2015				and the resignation resummeting	1		Rebut and defend against Nektar	's		and the state of t	
Sealegic Collaboration Agreement between Nekur and Bristol- Sealegic Collaboration Agreement between Nekur and Bristol- Myers Squibb Company Manner L1/1028/7038 L1/1028/7039 L1/1028/7039 L1/1028/7039 Manner L1/1028/7039 Manner M			1	1						to			The exhibit is relevant to Lilly defenses rebut Nektar claims. (see Rules 401
Trial Esh (191 1/13/2079 Selatorologo (770 Selatorologo (770			1	1				1	develop Rezpeg; Cross				402);No unfair prejudice and balance
LX702457039 LLX02457039 LLX02457039 Manner b La Shan Chan re: RE: LZ two Ph lb Emul from David Manner to Lai Shan Chan re: RE: LZ two Ph lb evolution of contrast and the implication and sevel-opener of Region to Lilly's CRE: obligation and sevel-opener of Region to Lilly's CRE: obligation and sevel-opener of Region and Lancwidge will be entablished at trial. Ray Ray Ray Ray Ray Ray Ray Ra	Trial Exh 0191	1/31/2019	Nektar00000677038	Nektar00000677207		Strategic Collaboration Agreement between Nektar and Bristol- Myers Squibb Company		Ruddock, Robin, Zalevksv	examination of the named Nektar witness(es).			Relevance (401/402): 403- MI	tavors admissibility (see Rules 401, L. 403); MIL is opposed.
final Esh 0192 24/2019 Emuli from David Manner to Lat Shan Chan re: RE: IL-2 two Pyth protocol update Rao Proof of Lily hability for breach Not relevant; subject to Mill. Nark Edwards, "Recent Trends in Effective Royalty Rates of Biopharms Alliances," February 5, 2019 LLY0099035 LLY0099039 LLY0099039 Lancater, Schmitz, Evans; Robbins, Rao Gentant and the many contrast and for some heavy subject to Mill. Rabins, Rao Proof of Lily hability for breach Not relevant; subject to Mill. Nark Edwards, "Recent Trends in Effective Royalty Rates of Biopharms Alliances," February 5, 2019 Lancater, Schmitz, Evans; Proof of Lily hability for breach Not heavy support Rate 801; admissible for non-heavy suppose and/or subject to Mill. Robbins, Rao Gentant and the input of contrast and the input of contrast and the input of the contrast and the co			LLY02457038				Manner	,	Proof of Lilly's liability for breac	h Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and		
Find Each 0192 24/2019 protococks update Race Of Find Each 0192 24/2019 protococks update Race Of Find Each 0192 24/2019 protococks update Race Of Find Each 0193 2-5/2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Lancaster, Schmitz, Euros, Kobbins, Race Of Find Each 0193 Lancaster, Schmitz, Euros, Kobbins, Race Of Find Each 0193 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm Alliances," February 5, 2019 Rates of Biopharm Alliances, "February 5, 2019 Rates of Biopharm 2, 2019 Rates of				1	Email from David Manner to Lai Shan Chan re: RF: II =2 two Ph1b				ot contract and the implied covenant of good faith and fair	knowledge.	development of Rezpeg; foundation and knowledge will be established at trial.		
Section Sect	Trial Exh 0192	2/4/2019	1		protocols update				dealing				
Mark Edwards, "Recent Trends in Effective Royalty Rates of Biopharma Alliances," February 5, 2019 LLY00096035 LLY00096035 LLY00096035 LLY00096035 LLY00096035 LLY00096035 LLY00096039 Lancaster Schmitz; Evans; Robbins; Rao Lancaster Schmitz; Evans; Robbins; Rao Lucaster Schmitz; Evans; Robbins; Rao Lucaster Schmitz; Evans; Robbins Rao Robbins				1			Rao		Proof of Lilly's liability for breac of contract and breach of the	th Not relevant; subject to MIL.	Relevant to damages; not subject to MIL; Nektar opposes MIL.		
Trial Et. 0.193 2.5.2019 Biopharma Alliances, "February S, 2019 Lancaster; Schmitz; Evans; Robbins; Rao Lancaster; Schmitz; Evans; Robbins; Rao Granta and the implied comment of good faithy in highlity for breach Hearsay; no foundation / personal Not hearsay under Rule 801; admissible of contract and the implied comment of good faith and fair dealing from Jounne Lancaster to Carstern Schmitz, Janice Evans, and others or Ref. Et. 2 consquare emotocol AD and PsO SR grantage and pso S				1					implied covenant of good faith as	nd			
LLY00090035 LLy00090039 LLx00090039 LLx00090039 LLx0ucser; Schmitz, Florans; Proof of Liftyl hisbility for breach Hearney; no foundation / personal flux 801; stansible for one-hearney moder flux 801; stansible flux	Trial Exh 0193	2/5/2019	l .	1					tair dealing; proof of damages fo Lilly's breaches	r			
Email from Journe Lancaster to Carster Schmitz, Junice Founs, but and others we RE: IL2 continued remotes A DPO S IS established ut mix- damissible under Relations established ut mix- damissible ut mix- damis dami			LLY00696035	LLY00696039	, , , , , , , , , , , , , , , , , , , ,				Proof of Lilly's liability for breac		Not hearsay under Rule 801; admissible		
Email from Journe Lancaster to Carster Schmitz, Junice Founs, but and others we RE: IL2 continued remotes A DPO S IS established ut mix- damissible under Relations established ut mix- damissible ut mix- damis dami				1			Robbins; Rao		ot contract and the implied covenant of good faith and fair	knowledge.	tor non-hearsay purpose and/or subject to hearsay exception under Rules 803/807:		
and others re: W: BJ. Compagate protocol AID and PMJ - SK [established at that; admissible under Rules] [75:4] Fish D104 [75:7] [75:7] 70:70:73			1	1	Email from Joanne Lancaster to Carsten Schmitz, Janice Evans,			1	dealing		foundation and knowledge will be		
	Trial Exh 0194	2/6/2019	1		and otners re: RE: IL-2 conjugate protocol AtD and PsO - ISR section			1	1		essautisned at trial; admissible under Rule 702/703.	9	

Ex. No.		Begin Bates	End Bates	I .		Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date		Dates	Nektar Title/ Description	Lily Title/Description	Toponoring Hitless	Johnson and Thilless		and a special (a)		Objection(s)	,
								Relevant to Lilly's efforts, expertise, and resources to				
							1	develop Rezpeg or other relevant drugs under the License				
							1	Agreement standard; Rebut and defend against Nektar's claim that				
							1	Lilly failed to use commercially				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0195	2/6/2019	LLY02180331	LLY02180332		Email from Pfeifer re Feb 20 Immunology RDSC proposed agenda	<u> </u>	Pfeifer, Klekotka	reasonable efforts to develop Rezpeg.		<u> </u>	Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00794065	LLY00794081			Robbins	1	Proof of Lilly's liability for breach of contract and breach of the	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
L	1						1	implied covenant of good faith and fair dealing				
Trial Exh 0196	2/6/2019	,		LY3375880 FCAB Compound overview for ISST				tair dealing				
							1	Relevant to jury understanding of ISRs, a key issue relevant to				
							1	parties' claims and defenses;				
							1	Relevant to collaboration development decisions to defend				
							1	against Nektar's breach of contrac claims; Rebut and defend against				
							1	Nektar's claim that Lilly failed to				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0197	2/7/2019	LLY02107087	LLY02107088		Email from J. Evans re IL 2 conjugate program ISR section		Schmitz	use commercially reasonable efforts to develop Rezpeg;			Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY01290974	LLY01291015			Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; cumulative or duplicative; no foundation / personal	development of Rezpeg and comparator		
							1	covenant of good faith and fair dealing	knowledge.	drugs; not subject to MIL; Nektar opposes		
							1	ucasing		MIL; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 0199	2/13/2019	,		Investigator's Brochure for Torudokimab			1			balance favors admissibility; admissible under Rules 702/703.		
	_ 1.012-013			No. of the second secon				Rebut and defend against Nektar's				
							1	claim that Lilly failed to use commercially reasonable efforts to				
					Email chain from K. Ferguson to T. Do, J. Nicholson, J. Zalevsky,		1	develop Rezpeg; cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0203	2/24/2019	Nektar00000096602	Nektar00000096609		and B. Kotzin re 4th Indication follow up		Zalevsky, Kotzin	witness(es).			Incomplete (106)	completion or Exhibit is complete.
							1	Rebut and defend against Nektar's claim that Lilly failed to use	1			
							1	commercially reasonable efforts to develop Rezpeg; cross				Not hearsay (Rule 801) and/or hearsay
L					Email thread re IL-2 Conjugate 2H 2018 JSC invoice approval (J.		L	examination of the named Nektar				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0204	2/28/2019	Nektar00000158036	Nektar00000158038		Nicholson response)		Huckstep, Nirula, Zalevsky	witness(es). Rebut and defend against Nektar's			Hearsay (802)	807).
							1	claim that Lilly failed to use commercially reasonable efforts to				
							1	develop Rezpeg; cross				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0205	2/28/2019	Nektar00000158763	Nektar00000158766		Email thread re IL-2 Conjugate 2H 2018 JSC invoice approval		Zalevsky, Nirula, Huckstep	examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00748439	LLY00748456			Evans; Pfeifer; Kotzin		Proof of Lilly's liability for breach of contract and the implied	Not relevant; cumulative and duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg; Rule 403		
				Email from William Barchuk to Janice Evans, Lance Pfeifer, Brian			1	covenant of good faith and fair		cumulative or duplicative objection can be		
Trial Exh 0206	3/1/2019	,		Kotzin, and others re: RE: NKTR-358 IB addendum for Lilly review				dealing		addressed at trial and balance favors admissibility.		
								Rebut and defend against Nektar's				Not hearsay (Rule 801) and/or hearsay
							Pfeifer, Nirula, Skowonksy,	claim that Lilly failed to use				exception applies (see Rules 803, 804,
Trial Exh 0207	3/12/2019	LLY02180918	LLY02180926		Email from L. Pfeifer to J. Kirschling and E. Bearby re IL-2 Conjugate: update on PIC and MAD cohort 3 data		Klekotka, Jonsson, Ashrafzadeh	commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Relevance (401/402)	807). The exhibit is relevant to rebut Nektar claims (see Rules 401, 402).
		LLY00786800	LLY00786821	Email from David Murray to Anna Kovalyova and Robert Draper		Klekotka; Nirula; Murray; Pfeifer		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to		
				re: FW: Dermira Announces Positive Topline Results from Phase		a scarce	1	covenant of good faith and fair		MIL; Nektar opposes MIL.		
Trial Exh 0208	3/18/2019	LLY00786806	LLY00786821	2b Study of Lebrikizumab in Patients with Atopic Dermatitis		Robbins	 	dealing Proof of Lilly's liability for breach	No foundation / personal knowledge;	Admissible under Rules 702/703;		
							1	of contract and breach of the implied covenant of good faith and	hearsay, not relevant; probative value outweighed by risk of jury confusion (403);	foundation will be established at trial; not hearsay under Rule 801; admissible for		
							1	fair dealing	subject to MIL.	non-hearsay purpose and/or subject to		
							1			hearsay exception under Rules 803/807; relevant to Lilly's development of Rezpeg		
							1			and comparable drugs; Rule 403 balancing favors admission; Nektar opposes MIL.		
Trial Exh 0209	3/18/2019			Dermira Lebrikizumab P2b Topline Results						ордого ин.		
							1	Rebut and defend against Nektar's claim that Lilly failed to use	1			
							1	commercially reasonable efforts to				The exhibit is relevant to rebut Nektar
							1	develop Rezpeg; cross examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 0210	3/19/2019	Nektar00000096933	Nektar00000096934		Email from J. Zalevsky re NKTR-358 PK Assay Investigation	-	Zalevsky	witness(es). Relevant to collaboration			Relevance (401/402)	witness (see Rules 401, 402).
							1	development decisions to defend against Nektar's breach of contrac				F 1771 . 1
Trial Exh 0211	3/21/2019	LLY02254067	LLY02254070	1	Nektar-Lilly NKTR-358 JSC Agenda Final+slides		Zalevsky, Nirula	claims.	<u> </u>		Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
		LLY00794213	LLY00794238			Robbins	1	Proof of Lilly's liability for breach of contract and breach of the	No foundation / personal knowledge; not relevant: probative value outweighed by risk	Admissible under Rules 702/703; foundation will be established at trial:		
							1	implied covenant of good faith and	of jury confusion (403); subject to MIL.	relevant to Lilly's development of Rezpeg		
							1	fair dealing		and comparable drugs; Rule 403 balancing favors admission; Nektar opposes MIL.		
Trial Exh 0215	3/27/2019	11 Y02058383	LLY02058385	Baricitinib SLE VTE Assessment Final		Lancaster: Schmitz: Klekotka:		Description to the control of	Not relevant	Relevant to Lilly's CRE obligation and		
		14.102058383	102038385			Nirula; Manner; Huckstep;	1	Proof of Lilly's liability for breach of contract and the implied	INOR IESEVANI.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0216	3/29/2019			Email from William Barchuk to multiple recipients re: NKTR-358 SAD abstract		Murray; Pfeifer; Evans	1	covenant of good faith and fair dealing				
	23.231					Robbins			Hearsay (801); relevance (402); foundation; 403: MiL.	Not hearsay under Rule 801; admissible		
							1	implied covenant of good faith and	,	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				Guttman-Yassky, Emma, et al., "Baricitinib in Adult Patients with			1	fair dealing		admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation		
				Moderate-to-Severe Atopic Dermatitis: A Phase 2 Parallel, Double-			1			and development of Rezpeg and comparator drugs: not subject to MIL:		
				Blinded, Randomized Placebo-Controlled Multiple-Dose Study," Journal of the American Academy of Dermatology, Vol. 80, No. 4,			1			Nektar opposes MIL; foundation will be		
Trial Exh 0217	4/1/2019			April 2019, pp. 913-921.		1	1	1		established at trial.		1
							1	Rebut and defend against Nektar's				
							1	claim that Lilly failed to use commercially reasonable efforts to				
							1	develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
							1	resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0218	4/2/2019	LLY02089479	LLY02089522		Email from Murray re Immunology Portfolio Strategic Framework DRAFT 3.27.19 DRAFTO-JMM_DCM.pptx		Murray	other relevant drugs relevant under the License Agreement standard.	1		Hearsay (802)	exception applies (see Rules 803, 804,

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Anna Anna Description	In The Leading of the Land of			Rebut and defend against Nektar's claim that Lilly failed to use				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
Trial Exh 0220	4/11/2019	9 Nektar00000067363	Nektar00000067364		Email from A. Candia re Update to the re-analysis of PK samples from the SAD/MAD studies		Kotzin	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
								Rebut and defend against Nektar's				Relevant to Lilly's defenses, to rebut
								claim that Lilly failed to use commercially reasonable efforts to				Nektar's claims, and to CRE. Not
							Pfeifer, Klekotka, Skovronsky	, develop Rezpeg; Relevant to			Relevance (401/402); Hearsay	hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
							Nirula	Lilly's efforts, expertise, and resources to develop Rezpeg or			(802); Confusion (403)	807). Will not confuse the jury, and
					Email from L. Pfeifer to P. Klekotka re IL-2 Conjugate: Host Cell			other relevant drugs relevant under				balance favors admissibility (see Rules 401–403)
Trial Exh 0224	4/18/2019	9 LLY00755339	LLY00755340		Protein Issue			the License Agreement standard.				,,
I		LLY00972885	LLY00972894			Manner, Schmitz; Lancaster		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
				Email from Peter Robinson to Carsten Schmitz, Joanne Lancaster, David Manner, and others re: RE: follow upon data management				covenant of good faith and fair dealing		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be		
Trial Exh 0226	4/18/2019	9		topics related to studies KFAC and KFAD						established at trial.		
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
							Huckstep, Nirula, Pfeifer, Ali,	develop Rezpeg; cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0227	4/23/2019	9 Nektar00000835188	Nektar00000835195		Lilly/Nektar HCP Discussion Meeting		Do, Kotzin, Zalevsky	witness(es).			Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar's claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
					Email from M. Burgess to J. Lancaster re KFAC/KFAD protocol -			commercially reasonable efforts to				exception applies (see Rules 803, 804,
Trial Exh 0228	5/7/2019	9 LLY02191909	LLY02191914		VAS score vs Injection site tools		Schmitz	develop Rezpeg. Rebut and defend against Nektar's			Hearsay (802)	807).
	1							claim that Lilly failed to use				No unfair prejudice and balance favors
	1							commercially reasonable efforts to develop Rezpeg; cross				admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar
Irial Exh 0229	5/8/2019				N. T. C. FOLMOR		Robin, Ruddock, Zalevsky	examination of the named Nektar			403; Relevance (401/402); MIL	claims and to CRE (see Rules 401,
Irial Exh 0229	5/8/2015	9 N/A			Nektar Therapeutics FQ1 2019 Earnings Call Transcripts		Robin, Ruddock, Zalevsky	witness(es). Rebut and defend against Nektar's			403; Relevance (401/402); MIL	
								claim that Lilly failed to use				Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE, Not
								commercially reasonable efforts to develop Rezpeg; Relevant to			Relevance (401/402); Hearsay	hearsay (Rule 801) and/or hearsay
							Pfeifer	Lilly's efforts, expertise, and			(802); Confusion (403)	exception applies (see Rules 803, 804, 807). Will not confuse the jury, and
								resources to develop Rezpeg or other relevant drugs relevant under				balance favors admissibility (see Rules
Trial Exh 0230	5/8/2019	9 LLY00753769	LLY00753771		Email from L. Pfeifer to J. Kirschling re Update on IL-2 Conjugate risks and timelines			the License Agreement standard.				401, 403).
TIME EXH UZ.JU	5/0/2017	J. 1221 00133103	12700733771		11363 and tillelines							
1								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0231	5/9/2019	9 LLY02435730	LLY02435735		Pfeifer and Nirula Text Messages		Nirula	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00682808	LLY00682902		-	Robbins		Proof of Lilly's liability for breach of contract and breach of the	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
								implied covenant of good faith and		foundation will be established at trial.		
Trial Exh 0235	5/15/2015	9		Protocol J1B-MC-FRCC Clinical Pharmacology Protocol (b)				fair dealing				
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Relevant to Lilly's defenses, to rebut
Trial Exh 0236	5/20/2015	9 Nektar00000096359	Nektar00000096362		Email from J. Ruddock re Intro to David Klatzmann		Ruddock, Zalevsky	other relevant drugs relevant under			Relevance (401/402)	Nektar's claims, to cross-examination of named Nektar witnesses, and to CRE.
Irial Exh 0236	5/20/2015	9 Nektar00000096359 LLY00179407	LLY00179407		Email from J. Ruddock re Intro to David Klatzmann	Lancaster	Ruddock, Zalevsky	the License Agreement standard Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge;	Foundation and knowledge will be	Relevance (401/402)	named Nektar witnesses, and to CRE.
				Email from Peter Robinson to Christina Dionesotes, Joanne Foster,				of contract and the implied covenant of good faith and fair	duplicative or cumulative.	established at trial; Rule 403 cumulative o duplicative objection can be addressed at	or .	
				and others re: RE: KFAC/ KFAD protocol - VAS score vs				dealing		trial and balance favors admissibility.		
Trial Exh 0237	5/23/2015	9 11 Y00890778	LL Y00890780	Injection site tools		Schmitz: Evans: Lancaster		Proof of Lilly's liability for breach	Not relevant: no foundation / personal	Relevant to Lilly's CRE obligation and		
								of contract and breach of the	knowledge.	development of Rezpeg and defenses;		
Trial Exh 0241	6/8/2019	9		Email from Carsten Schmitz to Janice Evans re: RE: 33 vs 36 pts in the MAD	1			implied covenant of good faith and fair dealing		foundation and knowledge will be established at trial.		
								The state of the s				
	1							Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				Not hearsay (Rule 801) and/or hearsay
	1							develop Rezpeg; Relevant to Lilly's efforts, expertise, and				exception applies (see Rules 803, 804,
	1				2019 Milestone Review Portfolio Investment Council Meeting			resources to develop Rezpeg or other relevant drugs relevant under			Hearsay (802); Relevance	807); The exhibit is relevant to Lilly defenses, rebut Nektar claims (see
Trial Exh 0242	6/13/2019	9 LLY01322513	LLY01322520		Presentation		Skovronsky	the License Agreement standard.			(401/402) Resevance	Rules 401, 402).
	1	LLY00405320	LLY00405324			Manner		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
	1							covenant of good faith and fair	mga,	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
								dealing		foundation and knowledge will be established at trial; relevant to Lilly's CRE	3	
T: 15 1 0245				PRA Health Sciences - Weekly Study Team Meeting Minutes -						obligation and development of Rezpeg.		
Trial Exh 0245	6/26/2019	9 LLY00882860	LLY00882866	ELL1KFAC-KFACPS/ELL1KFAD-KFADDR		Lancaster; Schmitz		Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and	1	+
	1			Email from Joanne Lancaster to William Barchuk. Alison L				of contract and the implied covenant of good faith and fair	knowledge.	development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0246	6/26/2019	9		Email from Joanne Lancaster to William Barchuk, Alison L. Budelsky, and others re: RE: Team Lilly				dealing				
												Not hearsay (Rule 801) and/or hearsay
	1											exception applies (see Rules 803, 804,
								Relevant to Lilly's efforts				807). Exhibit has been supplemented for completion or Exhibit is complete
	1							expertise, and resources to			Hearsay (802); Incomplete	Foundation/personal knowledge will be
	1							develop Rezpeg or other relevant drugs relevant under the License			(106); Foundation/Personal Knowledge (104/602);	established at trial (see Rule 602). The exhibit is relevant to CRE (see Rules
Irial Exh 0247	6/28/2019	9 LLY02082175	LLY02082184		Taltz Hidradenitis Suppurativa (HS) Heat Map slides	L	Krueger, Skovronsky, Nirula	Agreement standard.			Relevance (401/402); MIL	401, 402). MIL is opposed.
		LLY02435475	LLY02435615			Pfeifer		Proof of Lilly's liability for breach of contract and the implied	Not relevant; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg; not hearsay under	r	
								covenant of good faith and fair		Rule 801; admissible for non-hearsay		
Trial Exh 0248	7/1/2019	9		Lance Pfeifer's Journal				dealing		purpose and/or subject to hearsay exception under Rules 803/807.		

Ev No		Ranin Rutae	End Bates			Nektar Spansoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
1.4.140.	Date	Degin Dates	Land Dates	Nektar Title/ Description	Lily Title/Description	Tekan oponoring Wilks	Emy oponsoring virtues		Emy Objection(s)	Texas a response to objection(s)	ream objection(s)	Liny a Responses to Objection(s)
								Rebut and defend against Nektar's claim that Lilly failed to use				
					Email from B. Kotzin re For Review: Lilly IND clinical modules; Regulatory Response: FDA Requests and Recommendations from			commercially reasonable efforts to develop Rezpeg; cross				
					Type B Meeting Written Responses Provided under Pre-IND			examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0249	7/2/2019	Nektar00000622264	Nektar00000622333		140963		Kotzin	witness(es).			Incomplete (106)	completion or Exhibit is complete.
												Not hearsay (Rule 801) and/or hearsay
												exception applies (see Rules 803, 804, 807). Exhibit has been supplemented
								Relevant to Lilly's efforts, expertise, and resources to			Hearsay (802); Incomplete	for completion or Exhibit is complete. Foundation/personal knowledge will be
								develop Rezpeg or other relevant			(106); Foundation/Personal	established at trial (see Rule 602). The
Trial Exh 0250	7/10/2019	LLY02082125	LLY02082164		Taltz - Hidradenitis Suppurativa (HS) slides		Krueger, Skovronsky, Nirula	drugs relevant under the License Agreement standard.			Knowledge (104/602); Relevance (401/402); MIL	exhibit is relevant to CRE (see Rules 401, 402). MIL is opposed.
								Rebut and defend against Nektar's claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
					Email from I. Rassner to D. Skovronsky re July 16th PSC - please			commercially reasonable efforts to				exception applies (see Rules 803, 804,
Trial Exh 0251	7/11/2019	LLY02082102	LLY02082229		review		Skovronsky	develop Rezpeg.			Hearsay (802)	807).
								Relevant to Lilly's efforts,				
								expertise, and resources to develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
								drugs relevant under the License Agreement standard: relevant to				exception applies (see Rules 803, 804, 807). Exhibit has been supplemented
								jury understanding of injection			Hearsay (802); Incomplete	for completion or Exhibit is complete.
Trial Exh 0252	7/16/2019	LLY02082103	LLY02082124		Taltz Alternate Formulation – POC		Krueger, Skowonsky, Nirula	site reactions, a key issue relevant to parties' claims and defenses.			(106); Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
		LLY00891893	LLY00891901			Manner		to parties' claims and defenses. Proof of Lilly's liability for breach of contract and the implied	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and		
				Email from David Manner to Ellen M Jeffries and Anastasia				covenant of good faith and fair	Kilo Histoge.	knowledge will be established at trial.		
Trial Exh 0255	7/21/2019			Ilynichna Alexeeva re: RE: PRA Oversight for Stats-KFAC/KFAD				dealing Rebut and defend against Nektar's				
	1							claim that Lilly failed to use				
Trial Exh 0256	7/22/2019	Nektar00000206935	Nektar00000206936		Email from D. Crudup to J. Evans re NKTR-358 IND submitted to DDDP		Pfeifer, Ramseyer, Huckstep	commercially reasonable efforts to develop Rezpeg.			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
								Relevant to collaboration				Exhibit has been supplemented for
	1							development decisions to defend				completion or Exhibit is complete;
								against Nektar's breach of contrac claims; Rebut and defend against			Incomplete (106):	Foundation/personal knowledge will be established at trial (see Rule 602): Not
								Nektar's claim that Lilly failed to use commercially reasonable			Foundation/Personal	hearsay (Rule 801) and/or hearsay
Trial Exh 0257	7/31/2019	Nektar00000103939	Nektar00000103939		NKTR-358 PDP-JPT		Huckstep	efforts to develop Rezpeg.			Knowledge (104/602); Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00417828	LLY00417857			Manner; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge.	Foundation and knowledge will be established at trial: admissible under Rule		
								covenant of good faith and fair		702/703.		
Trial Exh 0259	8/1/2019	LLY00732930	LLY00732939	PRA-Lilly Operational Plan		Manner: Rao		dealing Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be		
								of contract and the implied		established at trial; admissible under Rule 702/703.	s	
Trial Exh 0261	8/2/2019			Email from Ellen M Jeffries to David Manner and Anastasia llynichna re: RE: PRA Oversight for Stats-KFAC/KFAD				covenant of good faith and fair dealing		702/703.		
		LLY02187904	LLY02187951			Robbins		Proof of Lilly's liability for breach of contract and breach of the	Foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0264	8/8/2019			2019 GITR RoD slide deck				implied covenant of good faith and fair dealing				
Inai Ext 0264	8/8/2019	LLY00729454	LLY00729494	2019 GITR BOD SIDE DECK		Lancaster; Klekotka; Evans;		Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and		
				Email from Kimberley Jackson to Paul Klekotka, Joanne Lancaster		Pfeifer		of contract and the implied covenant of good faith and fair	knowledge.	development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0268	8/23/2019			and others re: RE: Discuss PK/PD Results for II-2 Conjugate				dealing		KIN/WALGE WITH DE CHIMININES IN CHIM.		
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				Exhibit has been supplemented for
								develop Rezpeg; cross examination of the named Nektar			Incomplete (106); Lack of Foundation/Personal	completion or Exhibit is complete; Foundation/personal knowledge will be
Trial Exh 0270	8/27/2019	Nektar00000557793 LLY02464336	Nektar00000557814 LLY02464348		Regulatory Response with Edits	Robbins; Nirula; Kotzin;	Pfeifer, Kotzin	witness(es). Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and	Knowledge (104/602)	established at trial (see Rule 602).
		12.102404550	12.102404545			Klekotka; Ashrafzadeh		of contract and breach of the	knowledge; subject to MIL.	development of Rezpeg; foundation and		
				PowerPoint titled Results of anifrolumab Ph3 SLE study (TULIP- II):Assessment and implications for the baricitinib SLE Ph3				implied covenant of good faith and fair dealing; proof of damages for		knowledge will be established at trial; admissible under Rules 702/703; not		
Trial Exh 0272	8/30/2019			program				Lilly's breaches		subject to MIL; Nektar opposes MIL.		
								Relevant to collaboration				
	1							development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
	1							claims: Rebut and defend against				exception applies (see Rules 803, 804,
	1				Email from Burgess re KFAC and KFAD amendments for			Nektar's claim that Lilly failed to use commercially reasonable			Hearsay (802); Lack of Foundation/Personal	807); Foundation/personal knowledge will be established at trial (see Rule
Trial Exh 0273	9/9/2019	Nektar00000557316	Nektar00000557505		NEKTAR team review		Manner, Klekotka	efforts to develop Rezpeg.			Knowledge (104/602)	602).
	1							Rebut and defend against Nektar's				
	1							claim that Lilly failed to use commercially reasonable efforts to				
	1							develop Rezpeg; Relevant to				
	1							Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0275	9/10/2010	LLY01011985	LLY01011998		Email from B. Andreacchio re KFAC/D Weekly Study Team Meeting 11Sep2019		Schmitz	other relevant drugs relevant under			Hearsay (802)	exception applies (see Rules 803, 804, 807)
2200 EARL 0273	× 10/2019	LLY00682903	LLY00682990		- mapana	Robbins		the License Agreement standard. Proof of Lilly's liability for breach	No foundation / personal knowledge; not	Admissible under Rules 702/703;		
	1							of contract and breach of the implied covenant of good faith and	relevant; subject to MIL.	foundation will be established at trial; relevant background and to Lilly's		
Trial Exh 0276	9/11/2019			Protocol J1B-MC-FRCF(a)				fair dealing		development of Rezpeg and comparable drugs; Nektar opposes MIL.		
MIRE EAR 02/0	» 11/2019			Linnen JID-WC-PKCP(d)				1		от предостивного применти		
	1							Rebut and defend against Nektar's claim that Lilly failed to use				
	1							commercially reasonable efforts to				
	1							develop Rezpeg; Relevant to Lilly's efforts, expertise, and				Relevant to Lilly's defenses, to rebut
	1						Brian, Zalevsky, Robbins,	resources to develop Rezpeg or other relevant drugs relevant under				Nektar's claims, to cross-examination of named Nektar witnesses, and to CRE.
Trial Exh 0277	9/12/2019	Nektar00000384294	Nektar00000384304		NKTR-214: Program-wide Scope for 2020 Budget Assumptions		Brian, Zalevsky, Robbins, Mostaghimi	the License Agreement standard.			Relevance (401/402); MIL	named Nektar witnesses, and to CRE. MIL is opposed.
		LLY00930777	LLY00930778			Skovrosnky		Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and		
	1							covenant of good faith and fair		knowledge will be established at trial.		
Trial Exh 0279	9/22/2019			Email from Ken Custer to Dan Skovronsky re: Expected 5th Year Sales				dealing; proof of damages caused by Lilly's breaches				
									1			

P. M.		n n	r. In.			N. 14 . C	I m. c	n	Land Order	Note to Describe Office (c)	Nation Objection (c)	I'm 1 P (01'1'(-)
Ex. No.	Date	negin Bates	End Bates	Nektar Title/ Description	Lily Title/Description		Lilly Sponsoring Witness		Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY00961038	LLY00961048			Krueger; Klekotka; Murray		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to		
								covenant of good faith and fair		MIL; Nektar opposes MIL; not hearsay		
				Email from Eric Saunders to Paul Klekotka, Dipak Patel, and				dealing		under Rule 801; admissible for non- hearsay purpose and/or subject to hearsay		
				others re: RE: REVIEW NEEDED: EADV TL meeting executive						exception under Rules 803/807;		
Trial Exh 0282	10/11/2019			summaries						admissible under Rules 702/703.		
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to			Hearsay (802); Relevance (401/402)	
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804.
Trial Exh 0285	10/25/2010	LLY02173326	LLY02173361		Email from D. Skovronsky		Skovronsky Robbins	other relevant drugs relevant under the License Agreement standard.				exception applies (see Rules 803, 804, 807). Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE.
Inai Exti 0285	10/26/2019	LL102173326	1.1.1021/3361		Email from D. Skovronsky		SKOVIORSKY, KODDIES					rebut Nektar's claims, and to CRE.
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0287	11/4/2019	LLY02174072	LLY02174079		Email from B. Andreacchio re KFAC/D Weekly Study Team Meeting 30Oct2019		Schmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807)
TIME EXH UZUY	11/4/2017	LLY00788583	LLY00788590		meeting 300ct2017	Murray; Robbins	D. Maria	Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and	Training (002)	way.
				Email from Mitchell Staver to Robert Draper, David Murray, and				of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Trial Exh 0288	11/5/2019	LLY00815660	LLY00815711	Anna Kovalyova re: RE: Atopic Dermatitis Competitive Set		Skovrosnky: Jonsson: Nirula		dealing Proof of Lilly's liability for breach	Not relevant: subject to MIL.	D. L Ell LODE LE		
1		LalY00815660	LL_Y00815/11			SKOVTOSNKY; Jonsson; Nirula		of contract and the implied		Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to		
Trial Exh 0293	11/19/2019			Email from Raymond M Jordt to Dave Ricks, Josh Smiley, and				covenant of good faith and fair dealing		MIL; Nektar opposes MIL.		
rnai Exh 0293	11/19/2019			others re:Project Bald Eagle Terms Review				ucaning				
												Not hearsay (Rule 801) and/or hearsay
1								Relevant to collaboration				exception applies (see Rules 803, 804, 807). Exhibit has been supplemented
1								development decisions to defend against Nektar's breach of contract			Hearsay (802); Incomplete	for completion or Exhibit is complete. The exhibit is relevant to rebut Nektar
Trial Exh 0294	11/21/2019	LLY02099835	LLY02099835		Lilly Confirmation of Batch 10 Cost Share		Zalevsky, Nirula	claims.			Hearsay (802); Incomplete (106); Relevance (401/402)	The exhibit is relevant to rebut Nektar claims (see Rules 401, 402).
		LLY00685297	LLY00685302			Murray		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay nurnose and/or subject to		
				Email from David Murray to Jeffrey Wilson re: RE:				covenant of good faith and fair	and manage.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0295	11/22/2019	LLY01280202	LLY01280268	ACR/BioEurope Debrief - anifrolumab and RemeGen		Robbins; Mostaghimi	1	dealing Proof of Lilly's liability for breach	Not relevant; subject to MIL; cumulative or	Relevant to Lilly's CRE obligation and		1
								of contract and the implied	duplicative; no foundation / personal	development of comparator drugs; not subject to MIL; Nektar disputes MIL; Rul		
								covenant of good faith and fair dealing	knowledge.	subject to MIL; Nektar disputes MIL; Rul 403 cumulative and duplicative objection	le	
										can be addressed at trial and balance		
Trial Exh 0297	12/10/2019			Investigator's Brochure for Baricitinib (Olumiant)						favors admissibility; admissible under Rules 702/703.		
		LLY00298216	LLY00298327	- Comment		Robbins; Mostaghimi		Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
1								of contract and breach of the implied covenant of good faith and		rouncetton will be established at trial.		
Trial Exh 0298	12/16/2019	LLY00233514	LLY00233593	Clinical Study Report 16-358-01		Robbins		fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703;	1	
1		La.100233514	14.100233593			Koodins		Proof of Lilly's liability for breach of contract and breach of the	ivo ioungation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0300	12/23/2019			Regulatory Response: Responses to FDA's Written Response to the Type C Meeting Request - LY3471851 (NKTR-358)				implied covenant of good faith and fair dealing				
	1223/2019	LLY00791655	LLY00791686			Jonsson; Skovrosnky		Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and		
1				Email from Kenneth Custer to Patrik Jonsson, Dan Skovronsky,				of contract and the implied covenant of good faith and fair		development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0301	1/5/2020			and others re:Bald Eagle Presentation for S&T Committee				dealing		,		
1								Rebut and defend against Nektar's claim that Lilly failed to use				The exhibit is relevant to rebut Nektar
1								commercially reasonable efforts to				claims and to cross examine Nektar
1								develop Rezpeg; cross examination of the named Nektar			Relevance (401/402); Lack of Foundation/Personal	witness (see Rules 401, 402). Foundation/personal knowledge will be
Trial Exh 0302	1/8/2020	Nektar00000911563 LLY00951547	Nektar00000911564 LLY00951592		Franke chat with Borwankar and Tayo-Balogun	Robbins	Other Nektar Witness	witness(es). Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703;	Knowledge (104/602)	established at trial (see Rule 602).
1		14.100931547	14.100951592			Koodins		of contract and breach of the	ivo ioungation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0305	1/20/2020			Deep Dive into the Available Atopic Dermatitis Ph2 Data and Implications for Future Indications				implied covenant of good faith and fair dealing				
AMERICAN (ISO)	1/20/2020	LLY00458977	LLY00458986	impressions for Future markations		Manner		Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and		
1								of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Trial Exh 0306	1/21/2020			Lilly PRA Study Oversight				dealing				
								Rebut and defend sessingt Nelson's				
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				N 1
					Email from J. Evans re Good news from FDA on Phase 2 Doses for		Klekotka, Schmitz, Nirula,	resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0309	2/13/2020	LLY00791098	LLY00791098		IL-2 conjugate for SLE	Jonsson; Skovrosnky; Nirula;	Pfeifer	the License Agreement standard. Proof of Lilly's liability for breach	Duplicative or cumulative.	Rule 403 duplicative or cumulative	Hearsay (802)	807).
1						Jonsson; Skovrosnky; Nirula; Klekotka; Pfeifer; Ramseyer		of contract and the implied	говрания от сининацие.	objection can be addressed at trial and		
Trial Exh 0310	2/20/2020			Press release titled Lilly Completes Acquisition of Dermira				covenant of good faith and fair dealing		balance favors admissibility.		
	0/2020	LLY01069635	LLY01069686	and the state of t		Klekotka; Murray; Pfeifer;		Proof of Lilly's liability for breach	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and		
1						Nirula; Ramseyer; Schmitz; Skovrosnky; Zalevsky; Kotzin		of contract and breach of the implied covenant of good faith and		development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
L						,,,,		fair dealing		objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0312	2/22/2020	LLY00233685	LLY00233792	Rezpeg Investigator's Brochure		Robbins; Mostaghimi		Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703;	1	
1								of contract and breach of the	-	foundation will be established at trial.		
Trial Exh 0316	3/3/2020		<u> </u>	Protocol J1P-MC-KFAJ			<u> </u>	implied covenant of good faith and fair dealing			<u> </u>	<u> </u>
						Evans		Proof of Lilly's liability for breach of contract and the implied	Hearsay; not relevant; subject to MIL.	Admissible for non-hearsay purpose and/or subject to hearsay exception under		
1				Article titled UCB's DZB moving into Phase III trials despite Phase				covenant of good faith and fair		Rules 803/807; not subject to MIL; Nekta	ır	
Trial Exh 0317	3/11/2020			II failure, March 11, 2020				dealing		opposes MIL.		
1								Rebut and defend against Nektar's				
1								claim that Lilly failed to use commercially reasonable efforts to				
1								develop Rezpeg; Relevant to				
1								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0318	3/11/2020	LLY02099469	LLY02099472	1	Presentation re IL-2 PEG/NKTR 358 program - Derm studies		Schmitz	the License Agreement standard.			Hearsay (802)	807).

Ev No		Rapin Rates	End Bates			Nektor Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
EA. NO.	Date	negin nates	Elid Dates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Wifness	Lary Sponsoring Witness	r urpose for Offering	Liny Objection(s)	recent s Responses to Objection(s)	sector Objection(s)	Lany's Responses to Objection(s)
						1		Rebut and defend against Nektar's				
								Rebut and detend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
						1		develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0319	3/13/2020	LLY02435786	LLY02435790		Pfeifer and Nirula Text Messages		Nirula	the License Agreement standard.			Hearsay (802)	807).
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0320	2/12/2020	LLY02467055	LLY02467057		BTLA Board of Directors Meeting Minutes		Klekotka, Nirula	drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804,
That Extros20	3/13/2020	12.102407033	12.10240/03/		B 1124 Board of Directors Meeting Minutes		Kickotka, Mitula	Agreement standard.			ricaisay (802)	807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				
					Email from P. Klekotka re Early Immunology Projects and COVID-			resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0321	3/15/2020	LLY00801071	LLY00801073		19		Schmitz	the License Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not
								commercially reasonable efforts to			D. I	hearsay (Rule 801) and/or hearsay
1						1		develop Rezpeg; Relevant to	1		Relevance (401/402); Hearsay (802); Confusion (403)	exception applies (see Rules 803, 804
1						1		Lilly's efforts, expertise, and resources to develop Rezpeg or	1			807). Will not confuse the jury, and balance favors admissibility (see Rules
					Email from C. Schmitz re COVID-19 impact on KFAC/D studies -	1		other relevant drugs relevant under				401, 403).
Trial Exh 0322	3/15/2020	LLY00131247	LLY00131250		Lilly safety and regulatory position		Schmitz	the License Agreement standard.				
								Rebut and defend against Nektar's	1			
								Rebut and defend against Nektar's claim that Lilly failed to use				Relevant to Lilly's defenses, to rebut
						1		commercially reasonable efforts to	1		Relevance (401/402); Hearsay	Nektar's claims, and to CRE. Not
1						1		develop Rezpeg; Relevant to	1		(802); Confusion (403)	hearsay (Rule 801) and/or hearsay
						1		Lilly's efforts, expertise, and resources to develop Rezpeg or				exception applies (see Rules 803, 804, 807). Will not confuse the jury, and
								other relevant drugs relevant under				balance favors admissibility (see Rules
Trial Exh 0323	3/15/2020	LLY02098686	LLY02098687		Email from J. Evans re Early Immunology Projects and COVID-19		Schmitz	the License Agreement standard.				401, 403).
		LLY00800892	LLY00800898			Jonsson; Nirula; Klekotka; Robbins		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to		
				Email from Qiang John Wang to Ajay Nirula, Matthew Linnik, and				covenant of good faith and fair		MIL; Nektar opposes MIL.		
Trial Exh 0324	3/16/2020			others re: FW: Project Austen Update				dealing				
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				Relevant to Lilly's defenses, to rebut
								commercially reasonable efforts to			Relevance (401/402); Hearsay	Nektar's claims, and to CRE, Not
							Skovronsky	develop Rezpeg; Relevant to Lilly's efforts, expertise, and			(802); Confusion (403)	hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								resources to develop Rezper or				807). Will not confuse the jury, and
					Email from D. Skovronsky re Early Immunology Projects and			other relevant drugs relevant under				balance favors admissibility (see Rules
Trial Exh 0325	3/16/2020	LLY00802289	LLY00802293		COVID-19			the License Agreement standard.				401, 403).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0329	2/17/2020	LLY01029784	LLY01029785		Email from C. Schmitz re KFAC/KFAD - COVID19 Site Scanning/Risk Tracker - 17Mar2020		m.t. de	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804,
Iriai Exti 0329	3/17/2020	LL101029784	12.101029785		Scanning Risk Tracker - 1/Mar2020		Schmitz	the License Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
1						1		commercially reasonable efforts to develop Rezpeg; Relevant to	1			
1						1		Lilly's efforts, expertise, and	1			
					Emil 6 C Calmin - VEACE - 1 VI 1 - 1	1		resources to develop Rezpeg or	1			Not hearsay (Rule 801) and/or hearsay
Trial Exh 0330	3/17/2020	LLY02099832	LLY02099832		Email from C. Schmitz re KFAC/D amendment - Update from JPT Lilly/Nektar meeting	1	Schmitz	other relevant drugs relevant under the License Agreement standard.	1		Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00956652	LLY00956663			Huckstep		the License Agreement standard. Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and	-,	
				Final from Vindouls Vank to TV 1 - 1 M - 1 D - 1 C				of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs; not subject to MIL; Nektar oppose		
Trial Exh 0331	3/18/2020			Email from Kimberly Koch to Telisha A Morri, David S Thompson, and others re: RE: OAM deck and design paper				dealing		MIL.	1	
		LLY00686801	LLY00686808	and the second s		Jonsson; Nirula		Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and		
				Empl from Aire Nimbs to Patrib Imports Oiena 7.3 W		1		of contract and the implied	1	development of Rezpeg; not subject to		
Trial Exh 0332	3/18/2020			Email from Ajay Nirula to Patrik Jonsson, Qiang John Wang, and others re: RE: Austen - updated version		1		covenant of good faith and fair dealing		MIL; Nektar opposes MIL.		
						1		Rebut and defend against Nektar's	1			
1						1		claim that Lilly failed to use commercially reasonable efforts to	1			
						1		develop Rezpeg: Relevant to				
1						1		Lilly's efforts, expertise, and	1			L
						1		resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0333	3/19/2020	LLY00956204	LLY00956216		Email from C. Schmitz re IL-2 Conjugate Lead Team		Schmitz	the License Agreement standard.			Hearsay (802)	807).
									1			
1						1		Rebut and defend against Nektar's claim that Lilly failed to use	1			
1						1		commercially reasonable efforts to	1			
						1		develop Rezpeg; Relevant to				
1						1		Lilly's efforts, expertise, and resources to develop Rezpeg or	1			Not hearsay (Rule 801) and/or hearsay
						1		other relevant drugs relevant under	-			exception applies (see Rules 803, 804,
Trial Exh 0334	3/23/2020	LLY02444914	LLY02444923		Email from C. Schmitz re Clarification on Executive Order 20-72		Schmitz	the License Agreement standard.	1		Hearsay (802)	807).
						1		Relevant to collaboration				
						1		development decisions to defend				
						1		against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
						1		claims; Rebut and defend against Nektar's claim that Lilly failed to				exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly
						1		Nektar's claim that Lilly failed to use commercially reasonable			Hearsay (802); Relevance	807). The exhibit is relevant to Lilly defenses and to rebut Nektar claims
Trial Exh 0335	3/24/2020	LLY02435801	LLY02435807		Nirula and Pfeifer Text Messages		Nirula, Pfeifer	efforts to develop Rezpeg.			(401/402)	(see Rules 401, 402).

Email from C. Schmitz KFAC/D start of cohort 2

Trial Exh 0354

5/7/2020 LLY01001104

LLY0100110

Rebut and defend against Nektur claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg, Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant unde

he License Agreement standard.

Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lity Title/Description							
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0355	5/12/2020	LLY02094499	LLY02094569		Email from G. Leiser to D. Murray re Portfolio Strategy		Murray	the License Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0357	5/15/2020	LLY00942524	LLY00942534		Email from C. Schmitz re Derm update May 15th		Schmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807)
THE LOCATION	3/13/2020	Nektar00000943133	Nektar00000943657		Estate Front C. Delinite IC Delini uponic may 1.50	Nirula; Skovrosnky; Jonsson;	Demino.	Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and	remain (002)	007).
				Protocol for LY3650150 Study J2T-DM-KGAB (ADvocate1) and		Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
Trial Exh 0358	5/20/2020			Study J2T-DM-KGAC (ADvocate2)		Pfeifer; Mostaghimi		dealing		MIL.		
		LLY01278502	LLY01278554			Klekotka; Murray; Pfeifer;		Proof of Lilly's liability for breach	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and		
						Nirula; Ramseyer; Schmitz; Skovrosnky		of contract and breach of the implied covenant of good faith and		development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
						DECTIONALY		fair dealing		objection can be addressed at trial and		
Trial Exh 0359	5/20/2020			Development Safety Update Report 2020						balance favors admissibility.		
							1	Rebut and defend against Nektar's claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
							1	commercially reasonable efforts to				807); The exhibit is relevant to Lilly's
							1	develop Rezpeg; cross				defenses, rebutting Nektar's claims, and
Trial Exh 0360	5/21/2020	Nektar00000688070	Nektar00000688074		Email from Hoffman re NKTR - Seeking Alpha article		Ruddock	examination of the named Nektar witness(es).			Hearsay (802); Relevance (401/402); MIL	to CRE (see Rules 401, 402); MIL is opposed.
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				The exhibit is relevant to rebut Nektar
							1	commercially reasonable efforts to develop Rezpeg; cross			Relevance (401/402); Lack of	claims and to cross examine Nektar witness (see Rules 401, 402).
							1	examination of the named Nektar			Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 0364	6/2/2020	Nektar00000911588	Nektar00000911592		Franke chat with Kaushik	Schmitz: Mostachimi	Other Nektar Witness	witness(es). Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be	Knowledge (104/602)	established at trial (see Rule 602).
		11.102107175	11.10210/186	Email from Gourab Datta to Carsten Schmitz re: Injection Site		Schmitz; Mostagnimi		of contract and the implied	No foundation / personal knowledge.	established at trial.		
				Erythema Time course - FW: Feedback form KFAI presentation at				covenant of good faith and fair				
Trial Exh 0365	6/2/2020	LLY00993394	LLY00993394	the IL-2 conjugate CORE team		Mostaghimi		dealing Proof of Lilly's liability for breach	Subject to MIL: hearsay.	Nektar opposes MIL: admissible for non-		
		11.100593354	11.100993394			Nosagiiiii		of contract and breach of the	Subject to Mil., nearsay.	hearsay purpose and/or subject to hearsay		
								implied covenant of good faith and		exception under Rules 803/807.		
Trial Exh 0367	6/3/2020	LLY01293811	LLY01293817	Conversation between Gourab Datta and Carsten Schmitz		Klekotka; Ashrafzadeh;		fair dealing Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be		
		12101255011	121012/3017			Schmitz		of contract and the implied	140 roundatou / personal knowledge.	established at trial.		
Trial Exh 0368	6/5/2020			Email from Gourab Datta to Paul Klekotka, Ali Ashrafzadeh, and				covenant of good faith and fair dealing				
Irial Exh 0368	6/5/2020			Carsten Schmitz re: IL-2 conjugate ISRs				Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				
								examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0369	6/5/2020	Nektar00000097588	Nektar00000097620		Email from Wu re EULAR Material & Prep for Tomorrow's Event		Kotzin, Zalevsky, Ruddock	witness(es).			Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar's claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
							Klekotka, Ashrafzadeh,	commercially reasonable efforts to				exception applies (see Rules 803, 804,
Trial Exh 0370	6/8/2020	LLY01293843	LLY01293850		Email from G. Datta Re IL-2 Conjugate ISRs		Schmitz	develop Rezpeg.			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
					Email from J. Wilson to L. Pfeifer and M. Stayer re Resource			commercially reasonable efforts to				exception applies (see Rules 803, 804,
Trial Exh 0371	6/9/2020	LLY02451158 LLY00756221	LLY02451165 LLY00756222	Email from Lauren Crayton to Lance Pfeifer re: Early Phase	prioritization (and Portfolio Tiering slides)	Pfeifer	Pfeifer	develop Rezpeg.	No foundation / personal knowledge.	Foundation and knowledge will be	Hearsay (802)	807).
Trial Exh 0372	6/10/2020	12.100730221	12.100/30222	Molecule Timeline Review Meetings		rieliei		breaches	No toundation / personal knowledge.	established at trial.		
							1	Rebut and defend against Nektar's claim that Lilly failed to use				
	1						1	commercially reasonable efforts to				
	1						1	develop Rezpeg; Relevant to				
							1	Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from C. Schmitz re New Lilly KFAD/C Timeliness: Forecast			other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0373	6/16/2020	LLY00996865	LLY00996873	 	and assumptions		Schmitz	the License Agreement standard. Rebut and defend against Nektar's			Hearsay (802)	807).
	1						1	Rebut and defend against Nektar's claim that Lilly failed to use				The exhibit is relevant to rebut Nektar
	1						1	commercially reasonable efforts to				claims and to cross examine Nektar
							1	develop Rezpeg; cross examination of the named Nektar			Relevance (401/402); Lack of Foundation/Personal	witness (see Rules 401, 402). Foundation/personal knowledge will be
Trial Exh 0374	6/19/2020	Nektar00000911596	Nektar00000911597	<u> </u>	Franke chat with Kaushik	<u> </u>	Other Nektar Witness	examination of the named Nektar witness(es).			Knowledge (104/602)	established at trial (see Rule 602).
				· ·								
								Rebut and defend against Nektar's claim that Lilly failed to use				
	1						1	commercially reasonable efforts to				
	1						1	develop Rezpeg; Relevant to				
							1	Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from C. Schmitz re KFAC/KFAD - Enrollment Updates -		1	other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0375	6/19/2020	LLY00996364	LLY00996365	 	19Jun2020		Schmitz	the License Agreement standard. Rebut and defend against Nektar's			Hearsay (802)	807).
							1	claim that Lilly failed to use				Foundation/personal knowledge will be
							1	commercially reasonable efforts to				established at trial (see Rule 602); This
					Email from K. Caygill to M. Perry, L. Kupeli, K. Afaghi re		1	develop Rezpeg; cross examination of the named Nektar			Lack of Foundation/Personal Knowledge (104/602):	exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and to CRE
Trial Exh 0380	6/22/2020	Nektar00000589666	Nektar00000589681		Email from K. Caygill to M. Perry, L. Kupeli, K. Ataghi re Closeout of QE 20.006 (Protocol 17-358-02)		Other Nektar Witness	witness(es).			Knowledge (104/602); Relevance (401/402)	(see Rules 401, 402).
							1	Rebut and defend against Nektar's claim that Lilly failed to use				
							1	commercially reasonable efforts to				
	1						1	develop Rezpeg; Relevant to				
							1	Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from C. Schmitz re KFAC/D discussion on new sites/			other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0381	6/25/2020	LLY00800837	LLY00800843	1	countries/ CT material timing/ PRA labs in EU		Schmitz	the License Agreement standard.	1		Hearsay (802)	807).

Ex. No.		Begin Bates	End Bates		1	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description						, , , , , , , , , , , , , , , , , , ,	,
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
		LLY01341243	LLY01341246		Email from C. Schmitz re KFAC/D update country addition to			other relevant drugs relevant under				exception applies (see Rules 803, 804, 807)
Trial Exh 0382	7/10/2020	LLY01341243 LLY00202784	LLY01341246 LLY00202878		OUS (CA, EU)	Pfeifer; Schmitz; Jonsson;	Schmitz	the License Agreement standard. Proof of Lilly's liability for breach	Duplicative.	Rule 403 cumulative or duplicative	Hearsay (802)	807).
						Skovrosnky: Nirula: Klekotka:		of contract and breach of the		objection can be addressed at trial.		
	7/12/2020			Email from Lance Pfeifer to Multiple Recipients re: Tuesday July		Ashrafzadeh; Robbins; Mostaghimi		implied covenant of good faith and fair dealing				
Trial Exh 0383	7/12/2020			14th IL-2 Conjugate BOD deck		Mostagnimi		rair dealing				
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0384	7/13/2020	LLY02069805	LLY02069843		3Q2020 Quarterly Immunology TA Review		Schmitz	the License Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				Relevant to Lilly's defenses, to rebut
								commercially reasonable efforts to				Nektar's claims, and to CRE. Not
								develop Rezpeg; Relevant to			Relevance (401/402); Hearsay (802); Confusion (403)	hearsay (Rule 801) and/or hearsay
								Lilly's efforts, expertise, and resources to develop Rezpeg or			(002), Comusion (403)	exception applies (see Rules 803, 804, 807). Will not confuse the jury, and
								resources to develop Rezpeg or other relevant drugs relevant under				807). Will not confuse the jury, and balance favors admissibility (see Rules
Trial Exh 0386	7/15/2020	LLY01004934	LLY01004950		Weekly Study Team Meeting Minutes		Schmitz	the License Agreement standard.				401, 403).
	1						1	Rebut and defend against Nektar's claim that Lilly failed to use			1	
	1						1	commercially reasonable efforts to			1	
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from G. Taylor re Immunology Portfolio review slide deck			other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0387	7/16/2020	LLY02113218	LLY02113220		for Monday July 13th		Schmitz	the License Agreement standard. Proof of Lilly's liability for breach			Hearsay (802)	807).
		LLY00819526	LLY00819666			Mostaghimi		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
								covenant of good faith and fair	dupitcative.	drugs; not subject to MIL; Nektar opposes		
				Email from Anindita Sen to Navdeep Bhullar, Debbie Rasos, and				dealing		MII : Rule 403 cumulative or duplicative		
				others re: RE: HC request for the inclusion of Gastrointestinal						objection can be addressed at trial and		
Trial Exh 0389	7/20/2020			perforation in Bari IB				Relevant to collaboration		balance favors admissibility.		
								development decisions to defend				Not hearsay (Rule 801) and/or hearsay
								against Nektar's breach of contract				exception applies (see Rules 803, 804,
Trial Exh 0390	7/20/2020	Nektar00000057900	Nektar00000057901		Email from R. Minderman re Monday Tcon - high level summary		Huckstep, Pfeifer	claims.			Hearsay (802)	807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0391	7/20/2020	LLY01005315 LLY02355286	LLY01005316 LLY02355319		Email from C. Schmitz re KFAD - First Subject Enrolled Today!	Robbins	Schmitz	the License Agreement standard. Proof of Lilly's liability for breach	Foundation / personal knowledge.	Admissible under Rules 702/703;	Hearsay (802)	807).
								of contract and breach of the		foundation will be established at trial.		
T : 1 F 1 0303	7/21/2020			T 33 POP 67 1 - 31 1 1 2020 F - 1				implied covenant of good faith and				
Trial Exh 0392	//21/2020			IL-33_BOD Slides_21_July 2020_Final_presentx				fair dealing				
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg: Relevant to				
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0393	7/22/2020	LLY00823477	LLY00823478		Email from C. Schmitz re Request for Atopic Dermatitis Clinical Trial Investigators for IL-2 Peg Study in US		Schmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's			J (000)	
	1						1	claim that Lilly failed to use			1	
							1	commercially reasonable efforts to develop Rezpeg; cross			1	
	1				Odom email re NKTR-358 GMP 8, DEV-20200348 TFF2-PEG		1	examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 0394	7/23/2020	Nektar00000911793	Nektar00000911801		Concentration Discrepancy		Other Nektar Witness	witness(es).			Knowledge (104/602)	established at trial (see Rule 602).
							1	Rebut and defend against Nektar's			1	
			1					Rebut and detend against Nektar's claim that Lilly failed to use				
			1					commercially reasonable efforts to				
	1						1	develop Rezpeg; Relevant to			1	
	1						1	Lilly's efforts, expertise, and resources to develop Rezpeg or			1	Not hearsay (Rule 801) and/or hearsay
					Email from C. Schmitz re KFAC/KFAD - Medical Records		1	other relevant drugs relevant under			1	exception applies (see Rules 803, 804,
Trial Exh 0395	7/23/2020	LLY01004765	LLY01004768		Requirements		Schmitz	the License Agreement standard.			Hearsay (802)	807).
	1						1	Rebut and defend against Nektar's			1	
			1					claim that Lilly failed to use				Relevant to Lilly's defenses, to rebut
			1				Schmitz	commercially reasonable efforts to			Relevance (401/402); Hearsay	Nektar's claims, and to CRE. Not
	1						SCHIIIIZ	develop Rezpeg; Relevant to Lilly's efforts, expertise, and			(802); Confusion (403)	hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
	1						1	resources to develop Rezpeg or			1	807). Will not confuse the jury, and
Trial Exh 0396	700.00	LLY00822148	LLY00822155		Email from C. Schmitz re Request for Derm MSL assistance with KFAD trial	1	1	other relevant drugs relevant under			1	balance favors admissibility (see Rules 401, 403).
rnai Exh U.596	7/28/2020	LL 1 00822148	14.100822155		Kr AD that	1		the License Agreement standard.				401, 403).
							1	Rebut and defend against Nektar's			1	
	1						1	claim that Lilly failed to use			1	
	1						1	commercially reasonable efforts to develop Rezpeg; Relevant to			1	
	1						1	Lilly's efforts, expertise, and			1	
	1						1	resources to develop Rezpeg or			1	Not hearsay (Rule 801) and/or hearsay
Trial Exh 0398	7/31/2020	LLY01005055	LLY01005057		Email from C. Schmitz re KFAC/KFAD - Enrollment Updates - 31Jul2020		Schmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807)
	./51/2020							Rebut and defend against Nektar's				1 /
							1	claim that Lilly failed to use			1	Not hearsay (Rule 801) and/or hearsay
Trial Exh 0400	8/4/2020	LLY02361707	LLY02361709		Email re KFAJ unblinding plan		Manner	commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	exception applies (see Rules 803, 804, 807)
	G-4-2020		102301107	1		1	1	and water.	1	1		100 t pt

Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to illy's efforts, expertise, and ources to develop Rezpeg or ner relevant drugs relevant un Not hearsay (Rule 801) and/or he Schmitz Accepted: Eli Lilly J1P-MC-KFAD(b) Ex-US e License Agreement standard. roof of Lilly's liability for breast contract and breach of the aplied covenant of good faith a nder Rules 702/70 imail from Steven Witt Dodd to Carsten Schmitz re: RE: ISR as Trial Exh 0430 fair dealing
Proof of Lilly's liability for breach Duplicative. Pfeifer: Schmitz: Jonsson: Rule 403 cumulative or duplicative ikovrosnky; Nirula; Klekotk Ashrafzadeh; Robbins; of contract and breach of the IL-2 Conjugate: Board of Directors Meeting, October 20, 2020

Ex. No.		Begin Bates	End Bates		Nekta	ar Sponsoring Witness I	illy Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	-		Nektar Title/ Description	Lily Title/Description							
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from C. Schmitz re Board of Director meeting today in a few			other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0433	10/20/2020	LLY01001972	LLY01001974		hours, comment from our Senior VP	S	chmitz	the License Agreement standard.			Hearsay (802)	807).
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
								claims; cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 0435	10/27/2020	Nektar00000085715	Nektar00000085716		Email from Kotzin re IL-2 Conjugate Medical Team Meeting		Cotzin, Ashrafzadeh	named Nektar witness(es).			Hearsay (802)	807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0436	10/2//2020	LLY00813350 LLY01208124	LLY00813354 LLY01208284		Email from C. Schmitz re KFAC/D studies - Feedback from sites Robbi	ins	chmitz	the License Agreement standard. Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant background; relevant to Lilly's	Hearsay (802)	807).
								of contract and breach of the implied covenant of good faith and	knowledge.	CRE obligations and development of Rezpeg; admissible under Rules 702/703;		
								fair dealing		foundation will be established at trial.		
Trial Exh 0438	11/19/2020	LLY01026454	LLY01026455	Protocol Number J1P-MC-KFAH (a)	Mana	er: Robbins		Description of Little State St	Hearsay; no foundation / personal	Not hearsay under Rule 801: admissible		
		11.101020434	12.101020433		Stants	ici, Robonis		of contract and the implied	knowledge.	for non-hearsay purpose and/or subject to		
				Envil from Girala Volkary to Devid Manner Vindanda V				covenant of good faith and fair dealing		hearsay exception under Rules 803/807; foundation and knowledge will be		
1				Email from Gisela Volkers to David Manner, Kimberly Jackson, and others re: [EXTERNAL] RE: KFAC ADAM total PASI vs.						established at trial; admissible under Rules		
Trial Exh 0439	11/19/2020			sdtm total PASI						702/703.		
1								Rebut and defend against Nektar's				
1								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from C. Schmitz re Report of enrollment of subjects in the			other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 0440	11/25/2020	LLY00805723	LLY00805724		IL-2 Conjugate program studies Robbi	ins	chmitz	the License Agreement standard. Proof of Lilly's liability for breach	Not relevant; subject to MIL; hearsay; no	Relevant to Lilly's credibility, CRE	Hearsay (802)	807).
								of contract and the implied	foundation / personal knowledge.	obligation and development of Rezpeg;		
								covenant of good faith and fair dealing		admissible under Rules 702/703; not subject to MIL; Nektar opposes MIL; not		
										hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
										hearsay exception under Rules 803/807.		
Trial Exh 0441	12/1/2020	LLY00804786	LLY00804788	Kineret FDA Product Labeling								
		LLY00804786	LLY00804788		Manne	er; Klekotka		Proof of Lilly's liability for breach of contract and the implied	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0442	12/3/2020			Email from David Manner to Paul Klekotka re: KFAC IA #1 Meeting Minutes				covenant of good faith and fair dealing				
Inai Exn 0442	12/3/2020	LLY01001814	LLY01001816	Meeting Minutes	Schni	itz		Proof of Lilly's liability for breach	Hearsay.	Not hearsay under Rule 801; admissible		
				Email from Carsten Schmitz to Multiple Recipients re: RE: KFAD				of contract and breach of the implied covenant of good faith and		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0443	12/3/2020			phone call from Dr. Leon Kircik -				fair dealing		nearsay exception under Kutes 803/807.		
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0444	12/3/2020	LLY01001814	LLY01001818		Email from C. Schmitz re KFAD: phone call from Dr. Leon Kircik	S	chmitz	the License Agreement standard.		Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
		LLY01279518	LLY01279556		Robbi	ins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
	12/6/2020							covenant of good faith and fair dealing	-	drugs; admissible under Rules 702/703.		
Trial Exh 0446	12/6/2020			Investigator's Brochure for Anti-BTLA Agonist/Venanprubart		+		·				+
								Rebut and defend against Nektar's				
1								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
1								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0447	12/10/2020	LLY00939797	LLY00939802		Email from C. Schmitz re Enrollment question		ichmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807)
					Systematics							
1								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg, Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
1	1	LLY00597395	LLY00597395		Issue Review Meeting Documentation		sshrafzadeh	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
Trial Exh 0451	1/4/2021											
Trial Exh 0451	1/4/2021				1			Relevant to collaboration development decisions to defend			Ì	1
Trial Exh 0451	1/4/2021											
Trial Exh 0451	1/4/2021				Emil from Ashrofordsk or Medical Manting Discouries			against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0451 Trial Exh 0452	1/4/2021	Nektar00000085844	Nektar00000085844		Email from Ashrafzadeh re Medical Meeting - Discussion of BICLA and SR14 for IL-2		Kotzin, Ashrafzadeh	against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).		_	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar00000085844	Nektar00000085844		Email from Ashrafzadeh re Medical Meeting - Discussion of BICLA and SRH4 for IL-2	Þ	Kotzin, Ashrafzadeh	against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar00000085844	Nektar00000085844		Email from Ashrafzadeh re Medical Meeting - Discussion of BICLA and SR44 for it2	3	Cotzin, Ashrafzadeh	against Nektar's breach of contract claims; cross examination of the named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar00000085844	Nektar00000085844		Email from Adrafradeh re Medical Meeting - Discussion of BICLA and SRH4 for B2	2	Kotzin, Ashrafzadeh	against Nektar's breach of contract claims; cross examination of the named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar0000085844	Nektar0000085844		Email from Adurafzadeh re Medical Meeting - Discussion of BICLA and SR14 for IL-2	3	Cotzin, Ashrafzadeh	against Nektar's breach of contract claims, cross examination of the named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and			Hearsay (802)	807).
	1/6/2021	Nektar0000085844	Nektar00000085844		Email from Ashrafzadeh re Medical Meeting - Discussion of BICLA and SRH for IL-2 Email from C. Schmitz re Eli Lilly 11P-MC-KFAD(b) and J1P-	5	Kotzin, Ashrafzadeh	against Nektar's breach of contract claims; cross examination of the named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 307). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 801) and/or hearsay exception applies (see Rules 803, 804,

(nowledge (104/602)

E. No		Donin Potes	End Bates			Nektar Sponsoring Witness	I illy Consessing Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	gui Dutts		Nektar Title/ Description	Lily Title/Description		Lilly Sponsoring Witness					, a response to Objection(8)
		LLY00972575	LLY00972576			Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under		
				Email from Mitchell D Stayer to David C Murray ;Lidia Massimi				implied covenant of good faith an fair dealing	d	Rules 803/807; admissible under Rules 702/703; foundation will be established at		
Trial Exh 0479	2/22/2021			re: RE: IL-2 ISR Study						trial.		
								Relevant to jury's understanding of	f			
								ISRs; Rebut and defend against Nektar's claim that Lilly failed to				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0482	200001	LLY00799161	11 Y00799161		Email from D. Murray re Meeting Flow for IL-2 Meeting with Laurie K Tomorrow		Pfeifer Ashrafzadeh Klekotk	use commercially reasonable			Hearsay (802)	exception applies (see Rules 803, 804,
Iriai Exn 0482	3/8/2021	11.100/99161	11.100/99161		Laurie & Tomorrow		Pretter, Ashraizatien, Kiekotk				Hearsay (802)	807).
								Relevant to jury's understanding of ISRs: Rebut and defend against	f			
					Email from D. Murray re IL-2 Injections Site Reaction Meeting		Pfeifer, Murray, Ashrafzadeh,	Nektar's claim that Lilly failed to use commercially reasonable				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0483	3/8/2021	LLY00800471	LLY00800474		Tomorrow - PreRead		Klekotka	efforts to develop Rezpeg.			Hearsay (802)	807).
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to develop Rezpeg; cross				
Trial Exh 0484	20,000	N. I	Nektar00000169613		Email with Lilly answer to questions re revenue forecasts and phase 3 decision-making		Other Nektar Witness	examination of the named Nektar witness(es).			Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Iriai Exn 0484	3/9/2021	Nektar00000169611	Nektar00000169613		pnase 3 decision-making		Other Nektar Witness				Knowledge (104/602)	established at trial (see Rule 602).
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
					Email from C. Schmitz re Enrollment activities in KFAD (II-2 cor	nj		resources to develop Rezpeg or other relevant drugs relevant unde	r			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0485	3/11/2021	LLY00799556 LLY01281052	LLY00799563		in AD) - Need your help	Robbins: Mostaghimi	Schmitz	the License Agreement standard. Proof of Lilly's liability for breach	Not relevant: subject to MIL: cumulative or	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
								of contract and the implied	duplicative; no foundation / personal	development of Rezpeg and comparator		
								covenant of good faith and fair dealing	knowledge.	drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
										balance favors admissibility; not subject to MIL: Nektar opposes MIL: admissible		
Trial Exh 0486	3/16/2021			Investigator's Brochure for Baricitinib (Olumiant)				1		MIL; Nektar opposes MIL; admissible under Rules 702/703.	1	
								Relevant to collaboration development decisions to defend				
								against Nektar's breach of contrac claims; relevant to jury	t			
								understanding of injection site reactions, a key issue relevant to				
								parties' claims and defenses; cros	s			Not hearsay (Rule 801) and/or hearsay
Trial Exh 0492	3/23/2021	Nektar00000633398	Nektar00000633400		Email from Ashrafzadeh re KFAL PK/ISR study		Ashrafzadeh, Kotzin, Pfeifer	examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar'				
								claim that Lilly failed to use	S			
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0494	2/25/2021	LLY02114437	LLY02114497		Email from Witcher re Pre-read slide deck for GITR Antagonistic Antibody (LPA880) meeting on March 29	:	Nr. 1.	other relevant drugs relevant unde	r		Hearsay (802)	exception applies (see Rules 803, 804,
Iriai Exn 0494	3/23/2021	LL102114437	11.102114497		Antibody (LPA880) meeting on March 29		Niruia	the License Agreement standard. Rebut and defend against Nektar'	s		Hearsay (802)	807).
								claim that Lilly failed to use commercially reasonable efforts to	,			
							Cheri Ali, Kotzin, Fanton,	develop Rezpeg; cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0495	3/25/2021	Nektar00000856006	Nektar00000856011		NKTR-358 Program Strategy Team Agenda & Minutes		Bushell	examination of the named Nektar witness(es).			Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar'	s			
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0496	3/25/2021	LLY00826175	LLY00826182		Email from C. Schmitz re Enrollment activities in KFAD (Il-2 cor in AD) - Restart of cohort 1 in AtD with 12ug/kg		Schmitz	other relevant drugs relevant under the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00985229	LLY00985231		,	Ashrafzadeh; Schmitz; Pfeifer		the License Agreement standard. Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
				Email from Lance Pfeifer to Carsten Schmitz and Ali Ashrafzadeh				covenant of good faith and fair		established at that.		
Trial Exh 0497	3/30/2021			re: RE: Portfolio Tiering Update PIC				dealing Relevant to collaboration				
							Zalevsky, Kotzin, Nirula, Pfeifer, Ashrafzadeh, Schmitz	development decisions to defend				Exhibit has been supplemented for
Trial Exh 0498	4/2/2021	LLY02257270	LLY02257277		Nektar-Lilly NKTR-358 JPT Minutes Final		Murray	claims.			Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar'	s			
								claim that Lilly failed to use commercially reasonable efforts to	,			
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0510	4/16/2021	LLY01005589	LLY01005594	<u> </u>	Email from C. Schmitz re KFAC/KFAD - Enrollment Updates - 16Apr2021	<u> </u>	Schmitz	other relevant drugs relevant unde the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar' claim that Lilly failed to use	s			Not hearsay (Rule 801) and/or hearsay
L					Email from H. Zou to V. Rajamanickam re: KFAD - Client's			commercially reasonable efforts to				exception applies (see Rules 803, 804,
Trial Exh 0515	5/3/2021	LLY00906271 LLY01117099	LLY00906280 LLY01117133		new/updates requests - CNF needed	Klekotka; Murray; Pfeifer;	Schmitz	develop Rezpeg. Proof of Lilly's liability for breach	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
						Nirula; Ramseyer; Schmitz; Skovrosnky; Zalevsky; Kotzin	.]	of contract and breach of the implied covenant of good faith an	d	development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
Trial Exh 0516	5/4/2021			Development Sefety Hedgie Box (2003)		,,,,,,		fair dealing		objection can be addressed at trial and balance favors admissibility.		
		Nektar00000702977	Nektar00000703073	Development Safety Update Report 2021 Email from Daniel Bushell to Peter Ho and Jennifer Ruddock re:		Ruddock; Dan Bushell;		Proof of damages for Lilly's	Objection to clawback document; not	Relevant to damages.		
Trial Exh 0517	5/10/2021		-	RE: Gilead interest in NKTR-358 partnering discussion		Robbins		breaches	relevant.		1	
								Rebut and defend against Nektar'	s			
								claim that Lilly failed to use commercially reasonable efforts to			Relevance (401/402); Hearsay	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and			(802); Confusion (403)	hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								resources to develop Rezpeg or				exception applies (see Rules 803, 804, 807). Will not confuse the jury, and
Trial Exh 0519	5/12/2021	LLY01006319	LLY01006339		KFAC Completion Summaries Presentation		Schmitz	other relevant drugs relevant unde the License Agreement standard.				balance favors admissibility (see Rules 401, 403).

rula: Skovrosnky: Ion

Agreement standard. Proof of Lilly's liability for brea Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Nektar opposes MIL; admissible under Rules 702/703.

2 Atopic Derm 2b Study)

Trial Exh 0547

7/23/202

LY00832120

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	LLY02313136	LLY02313155	Nextar Title/ Description	Lily Title/Description	Nirula; Murray; Robbins;		Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Foundation and knowledge will be		
						Mostaghimi		of contract and breach of the implied covenant of good faith and	knowledge.	established at trial; admissible under Rule 702/703; not hearsay under Rule 801;	s	
								fair dealing		relevant for background and Lilly's		
rial Exh 0550	8/6/2021			Project Rowling Governance Review						development of Rezpeg and comparable drugs.		
Hall EXII 0030	8/0/2021			Project Rowling Governance Review				Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				Not hearsay (Rule 801) and/or hearsa
							Skovronsky, Ramseyer	Lilly's efforts, expertise, and			Hearsay (802)	exception applies (see Rules 803, 80
								resources to develop Rezpeg or other relevant drugs relevant under				807).
frial Exh 0551	0/10/2021	LLY01353341	LLY01353355		Email rom C. Clifford re PSC Prioritization, Cost Challenge and 2022 Business Plan - Impact to LBM Development			the License Agreement standard.				
Inai Ext 0551	8/10/2021	LL101333341	12.101353355		2022 Business Pian - impact to LBM Development							Not hearsay (Rule 801) and/or hearsar
								Relevant to Lilly's efforts,				exception applies (see Rules 803, 804
								expertise, and resources to develop Rezpeg or other relevant				 No unfair prejudice and balance favors admissibility (see Rules 401,
								drugs relevant under the License			Hearsay (802); 403; Relevano	403). The exhibit is relevant to CRE
rial Exh 0552	8/16/2021	LLY00833881 LLY02437890	LLY00833882 LLY02437890		Email from C. Schmitz re CD200R timeline slide	Schmitz; Robbins; Rao	Schmitz	Agreement standard. Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	(401/402)	(see Rules 401, 402).
								of contract and the implied				
frial Exh 0553	8/18/2021			Teams chat between Carsten Schmitz and Kimberly Jackson				covenant of good faith and fair dealing				
IIIai Exil 0333	8/18/2021			Teams that between Carsten Stimutz and Kingeriy Jackson				Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross-				Not hearsay (Rule 801) and/or hearsay
								develop Rezpeg; cross- examination of Nektar expert				exception applies (see Rules 803, 804
Irial Exh 0554	8/19/2021	LLY02427296 LLY02430136	LLY02427299 LLY02430136		PIC Meeting Minutes	Nirula; Pfeifer	Nirula, Skovronsky	witness Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	807).
								of contract and the implied				
Frial Exh 0555	8/20/2021	.]		Teams chat between Lance Pfeifer and Ajay Nirula				covenant of good faith and fair dealing				
Inai Ext 0555	8/20/2021	1		Teams char between Lance Pietter and Ajay Niruta				Relevant to Lilly's efforts,				
								expertise, and resources to				Not hearsay (Rule 801) and/or hearsay
					Email from A. Scott re IL-2 KFAE: Discussion of pre-feasibility			develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Irial Exh 0557	8/24/2021	LLY02125039	LLY02125042 LLY02430379		questions for countries		Schmitz	Agreement standard. Proof of Lilly's liability for breach			Hearsay (802)	807).
		LLY02430379	LLY02430379			Pfeifer		Proof of Lilly's liability for breach of contract and breach of the	Subject to MIL.	Nektar opposes MIL.		
								implied covenant of good faith and				
Irial Exh 0558	8/26/2021	LLY02430378	LLY02430378	Teams chat between Lance Pfeifer and Yvonne Vandenburg		ne.ce.		fair dealing	N. C. Lee	E		
		LLY02430378	LLY02430378			Pleiter		Proof of Lilly's liability for breach of contract and breach of the	No foundation / personal knowledge; subject to MIL.	Foundation and knowledge will be established at trial; not subject to MIL;		
								implied covenant of good faith and	1	Nektar opposes MIL.		
Trial Exh 0559	8/26/2021	1		Teams chat between Lance Pfeifer and Yvonne Vandenburg				fair dealing Relevant to Lilly's efforts.				
								expertise, and resources to				
								develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
Irial Exh 0560	8/30/2021	LLY00834373	LLY00834375		Email from S. Keding re CD200 phase 2 design		Klekotka, Schmitz, Manner, Murray	drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
							Ť					
								Relevant to collaboration development decisions to defend				
								against Nektar's breach of contract	t .			Not hearsay (Rule 801) and/or hearsay
Irial Exh 0561	0/1/2021	LLY02125652	LLY02125653		Email from B. Kotzin to P. Klekotka re meeting		Klekotka	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 804,
Inai Exn 0561	9/1/2021	LLY02123632 LLY02448344	LLY02448344		Email from B. Kotzin to P. Kiekotka re meeting	Schmitz; Pfeifer; Robbins;	Kiekotka	Proof of Lilly's liability for breach	Subject to MIL; hearsay.	Nektar opposes MIL; not hearsay under	riearsay (802)	807).
						Mostaghimi		of contract and breach of the		Rule 801; admissible for non-hearsay purpose and/or subject to hearsay		
Irial Exh 0568	9/10/2021			Teams Chat between Carsten Schmitz and Lance Pfeifer				implied covenant of good faith and fair dealing		exception under Rules 803/807.		
												Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's				exception applies (see Rules 803, 804, 807). Exhibit has been supplemented
								claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802); Incomplete (106): Foundation/Personal	for completion or Exhibit is complete. Foundation/personal knowledge will b
Irial Exh 0570	9/13/2021	LLY02073623	LLY02073668		IL-2 Conjugate BoD-Final slides		Pfeifer, Schmitz	develop Rezpeg.			Knowledge (104/602)	established at trial (see Rule 602).
		LLY02428571	LLY02428571			Nirula		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
								covenant of good faith and fair				
Irial Exh 0573	9/14/2021	1		Teams chat between Ajay Nirula and Utpal Singh				dealing				
								Relevant to jury understanding of ISRs, a key issue relevant to				
								parties' claims and defenses;				
								Rebut and defend against Nektar's claim that Lilly failed to use	1			Not hearsay (Rule 801) and/or hearsay
								commercially reasonable efforts to				exception applies (see Rules 803, 804,
Irial Exh 0574	9/15/2021	LLY02435616	LLY02435620		Nirula and Pfeifer Text Messages		Nirula, Pfeifer	develop Rezpeg.			Hearsay (802)	807).
								Relevant to collaboration				
								development decisions to defend				
								against Nektar's breach of contract claims: Rebut and defend against	t .			
								Nektar's claim that Lilly failed to				
								use commercially reasonable				L
								efforts to develop Rezpeg; Cross examination of named Nektar				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Irial Exh 0576	9/16/2021	LLY02435658 LLY02430272	LLY02435661 LLY02430272		Nirula and Kotzin Text Messages	ne re	Nirula, Kotzin	witness(es). Proof of Lilly's liability for breach	Subject to MIL.	N. L.	Hearsay (802)	807).
		LL.YUZ430272	LLY02430272			riester		Proof of Lilly's liability for breach of contract and the implied	Subject to Mil	Nektar opposes MIL.		
								covenant of good faith and fair				
Irial Exh 0577	9/17/2021	LLY00845609	LLY00845609	Teams chat between Lance Pfeifer and Julie Kirschling		Pfeifer		dealing Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be		
								of contract and the implied		established at trial.		
Irial Exh 0581	9/20/2021	.]		Email from Lance Pfeifer to Asako Kudo re: RE: IL-2 conjugate: request & question				covenant of good faith and fair dealing				
rend EAH 9581	3/ ZU/ ZUZ I	LLY01280958	LLY01281051	request se question		Robbins; Mostaghimi		Proof of Lilly's liability for breach	Not relevant; subject to MIL; cumulative or	Relevant to Lilly's CRE obligation and	1	
								of contract and the implied	duplicative: no foundation / personal	development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
								covenant of good faith and fair dealing	knowledge.	objection can be addressed at trial and		
										balance favors admissibility; not subject t		
Irial Exh 0582	9/22/2021	.]		Investigator's Brochure for Baricitinib (Olumiant)						MIL; Nektar opposes MIL; admissible under Rules 702/703.		
1100 EAH 0382	9/22/2021	1		nero magnete 5 December of Dark Hillio (Olumiane)		1					1	
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
	1		LLY02451623					claims; Cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 0583		LLY02451623			Email from A. Ashrafzadeh re IL-2 Medical Meeting (9/22)		Ashrafzadeh, Pfeifer, Carsten		1		Hearsay (802)	

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY00789832	LLY00789837			Ramseyer		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
				Email from Aki Matsunaga to Jean-Francois Fortin, Kathryn				covenant of good faith and fair dealing	/ personai knowiedge.	drugs; not subject to MIL; Nektar opposes MIL; foundation and knowledge will be		
rial Exh 0586	9/24/2021	LL Y00789834	LI Y00789837	Ramseyer, and others re: RE: Bari-AD - business case rationale		Robbins		Description of the Contract of	No foundation / personal knowledge; not	established at trial. Admissible under Rules 702/703:		
		11.100709034	12.100/8983/			RODOLIS		of contract and breach of the	relevant: probative value outweighed by risk	foundation will be actablished at trial-		
								implied covenant of good faith and fair dealing	of jury confusion (403).	relevant to Lilly's development of Rezpeg and comparable drugs; Rule 403 balancing		
rial Exh 0590	9/29/2021	LLY00436768	LLY00436768	Baricitinib Follow-up US AD Launch		Manner; Rao		Proof of Lilly's liability for breach	No foundation / personal knowledge.	favors admission. Foundation and knowledge will be		
								of contract and the implied covenant of good faith and fair		established at trial; admissible under Rule 702/703.	s	
rial Exh 0592	10/5/2021			TPO Assessment Request				dealing				
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hear exception applies (see Rules 803, 8
rial Exh 0593	10/6/2021	LLY00845895 LLY01338395	LLY00845895 LLY01338399		Email from P. Klekotka re Atopic derm master protocol	Pohline	Schmitz	the License Agreement standard. Proof of Lilly's liability for breach	Not relevant: subject to MiL.	Relevant to Lilly's development of Rezpeg	Hearsay (802)	807).
		12.101338393	12.101338399			Robbins		of contract and breach of the	Not resevant, subject to Min.	and comparable drugs; Nektar opposes		
rial Exh 0595	10/11/2021			Olumiant AD in US Summary of Recommendation, Considerations & Updates Oct11 PEC pre-read				implied covenant of good faith and fair dealing				
		LLY02430582	LLY02430582			Huckstep		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
rial Exh 0596	10/12/2021			Teams Chat Messages - Jeremy Huckstep; Jonathan McClain				covenant of good faith and fair dealing				
IIIII EXII 0.570	10/12/2021	LLY00144612	LLY00144778	remit com messages - recent rockstep, romanus mechani		Robbins		Proof of Lilly's liability for breach of contract and breach of the	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial		
				Investigation Product ISR Mitigation Quantitave Report - Prepared				implied covenant of good faith and		foundation will be established at trial.		
rial Exh 0598	10/13/2021	LLY02431197	LLY02431200	by the Link Group; Fielded July - Sept 2021		Manner		fair dealing Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.		
								of contract and breach of the implied covenant of good faith and				
frial Exh 0599	10/14/2021	LLY00845185	11.Y00845188	Teams chat between David Manner and Jonathan Denne		Ashrafzadeh: Klekotka:		fair dealing		Not hearsay under Rule 801: admissible		
		LLY00845185	LLY00845188			Ashrafzadeh; Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	for non-hearsay purpose and/or subject to		
				Email from Carsten Schmitz to Paul Klekotka ;Eric R Saunders				covenant of good faith and fair dealing		hearsay exception under Rules 803/807; foundation and knowledge will be		
frial Exh 0600	10/15/2021	LLY02430458	LLY02430458	;Ali Ashrafzadeh re: Advisory board AD summary		Pfeifer; Ramseyer		Proof of Lilly's liability for breach	Subject to MIL.	established at trial. Nektar opposes MIL.		
						,		of contract and breach of the implied covenant of good faith and				
frial Exh 0602	10/17/2021			Teams chat between Kathryn Ramseyer and Lance Pfeifer				fair dealing				
		LLY02428934	LLY02428934			Schmitz; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0604	10/20/2021			Teams chat between Carsten Schmitz and Dipak Patel				covenant of good faith and fair dealing				
		LLY02428935	LLY02428935			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
								covenant of good faith and fair				
Trial Exh 0605	10/20/2021	LLY00847491	LLY00847491	Teams chat between Carsten Schmitz and Dipak Patel		Pfeifer		dealing Proof of Lilly's liability for breach	Cumulative or duplicative.	Rule 403 cumulative or duplicative		
				Email from Stephen Boesing to Lance Pfeifer re: Stephen Boesing				of contract and the implied covenant of good faith and fair		objection can be addressed at trial and balance favors admissibility.		
Irial Exh 0606	10/26/2021	LLY02133900	LLY02133903	mentioned you in "2021-11-01 IL-2 Conjugate BoD"		Murray; Schmitz; Robbins		dealing Proof of Lilly's liability for breach	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible		
								of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
								dealing		admissible under Rules 702/703; not subject to MIL; Nektar opposes MIL.		
Irial Exh 0607	10/27/2021			Email from Julie Maxwell to David Murray re: FW: adboard summary AD Sept. 15 2021						subject to MIL; Nektar opposes MIL.		
								Relevant to Lilly's efforts, expertise, and resources to				Not hearsay (Rule 801) and/or hears
								develop Rezpeg or other relevant drugs relevant under the License				exception applies (see Rules 803, 80 807). Exhibit has been supplemented
Trial Exh 0608	10/27/2021	LLY02074922	LLY02074956		CD200R Agonist Antibody Board of Directors Deck		Schmitz, Klekotka	Agreement standard. Relevant to Lilly's efforts.			Hearsay (802); Incomplete (10	of for completion or Exhibit is comple
								expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hear exception applies (see Rules 803, 8
frial Exh 0609	10/27/2021	LLY02466198	LLY02466200		CD200R Agonist Antibody Board of Directors Meeting Minutes	1	Nirula, Schmitz, Klekotka	Agreement standard. Relevant to Lilly's efforts,			Hearsay (802)	807).
								expertise, and resources to develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hears
Frial Exh 0610	10/27/2021	LLY02466660	LLY02466661		CD200R Agonist Antibody Board of Director: Meeting Minutes		Nirula, Klekotka	drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 80
som vellt	150 21120/21	LLY02428848	LLY02428848		Sponso Annoony Louis of Director, Arceing Minutes	Schmitz, Pfeifer, Rao	· · · · · · · · · · · · · · · · · · ·	Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.	and the same of th	
								covenant of good faith and fair				
Irial Exh 0614	11/2/2021			Teams chat between Carsten Schmitz and Lance Pfeifer		1		dealing				
								Relevant to collaboration development decisions to defend				
							Kotzin, Ashrafzadeh, Pfeifer,	against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hears exception applies (see Rules 803, 8
rial Exh 0616	11/3/2021	Nektar00000633007	Nektar00000633008	-	Email from A. Ashrafzadeh re IL-2 Conjugate Medical Meeting		Manner	named Nektar witness(es)			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				
							Skovronsky, Robbins,	commercially reasonable efforts to develop Rezpeg; Relevant to				Not hearsay (Rule 801) and/or hears
							Buthusiem	Lilly's efforts, expertise, and			Hearsay (802)	exception applies (see Rules 803, 80807).
								resources to develop Rezpeg or other relevant drugs relevant under				
Irial Exh 0617	11/3/2021	LLY00843486	LLY00843502		Email from I. Rassner re R&D Business Plan Review			the License Agreement standard.				
								Rebut and defend against Nektar's claim that Lilly failed to use				No unfair prejudice and balance fav
								commercially reasonable efforts to develop Rezpeg; cross				admissibility (see Rules 401, 403). exhibit is relevant to rebut Nektar
rial Exh 0619	11/4/2021	N/A			Nektar Therapeutics FQ3 2021 Earnings Call Transcripts		Robin, Ruddock, Zalevsky	examination of the named Nektar witness(es).			403; Relevance (401/402); MII	claims and to CRE (see Rules 401
***************************************					and the same of th		,	Rebut and defend against Nektar's			, control (morrow), will	, ,
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge wil
rial Exh 0620	11/11/2021	Nektar00000593061	Nektar00000593064		NKTR-358 strategy team minutes	1	Other Nektar Witness	witness(es).]		Knowledge (104/602)	established at trial (see Rule 602).

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	LLY00842477	LLY00842477	The Distiplion	In The Description	Schmitz; Klekotka; Ashrafzadeh: Pfeifer: Nimla		Proof of Lilly's liability for breac of contract and the implied	h Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible		
				Email from Carsten Schmitz to Paul Klekotka ;Ali Ashrafzadeh re:		Ashrafzadeh; Pfeifer; Nirula		of contract and the implied covenant of good faith and fair dealing	knowledge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be		
Trial Exh 0625	11/15/2021			KFAD (IL-2 PEG AD) - positive feedback from CRAs						established at trial.		
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804
Trial Exh 0626	11/18/2021	LLY00842080 LLY01291628	LLY00842080 LLY01291669		Email from L. Pfeifer re CD200R-PIC Debrief	Nirula: Ramsever:	Schmitz, Pfeifer	Agreement standard.	h Not relevant: cumulative and duplicative.	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
		11.101291628	11.101291009			Ashrafzadeh; Pfeifer;		of contract and the implied	n Not resevant; cumulative and dupitcative.	development of Rezpeg and comparator		
						Klekotka; Evans; Robbins		covenant of good faith and fair dealing		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 0635	12/3/2021	LLY02131588	LLY02131608	Investigator's Brochure for BTLA-Agonist		Lancaster; Rodger Taylor;		Description of Fills As Indelling for beauty	h No foundation / personal knowledge:	balance favors admissibility. Foundation and knowledge will be		
		12102131300	1102131000			Pfeifer		of contract and the implied	subject to MIL.	established at trial; not subject to MIL;		
				Email from Rodger Taylor to Lance Pfeifer and Mathilde Merlet re:				covenant of good faith and fair dealing; proof of damages caused		Nektar opposes MIL.		
Trial Exh 0637	12/6/2021			FW: Taltz: New Formulation VAS Scores				by Lilly's breaches Relevant to Lilly's efforts,				
								expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804
Trial Exh 0638	12/6/2021	LLY02130405	LLY02130406		Email from R. Minderman re CD200R PIC update		Manner, Schmitz	Agreement standard. Rebut and defend against Nektar	*		Hearsay (802)	807). Exhibit has been supplemented for
								claim that Lilly failed to use commercially reasonable efforts t				completion or Exhibit is complete. The exhibit is relevant to Lilly defenses, to
								develop Rezpeg; cross	0			rebut Nektar claims, to witness credibility, and to CRE (see Rules 40
Trial Exh 0639	12/8/2021	Nektar00001389977	Nektar00001390002		Email from J. Zalevsky re Lilly Deck		Zalevsky	examination of the named Nektar witness(es).			Incomplete (106); Relevance (401/402); MIL	credibility, and to CRE (see Rules 40 402). MIL is opposed.
		LLY00960111	LLY00960139		·	Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;		Proof of Lilly's liability for breac of contract and the implied	h Parent email not included - no foundation / personal knowledge.	Updated to include parent entail; foundation and knowledge will be		
						Manner, Murray, Ramseyer,		covenant of good faith and fair	personal knowledge.	established at trial.		
Trial Exh 0640	12/10/2021			Email from Tejal Patel to Robert Minderman re: RE: IL_2 Core Team: Slide deck presented		Pfeifer		dealing; proof of damages caused by Lilly's breaches				
								Relevant to collaboration				
							1	development decisions to defend				The exhibit is relevant to rebut Nektan
								against Nektar's breach of contra claims; Cross examination of the	ct			claims and cross examine Nektar witness (see Rules 401, 402). MIL is
Trial Exh 0641	12/10/2021	LLY02075693	LLY02075740		Email from J. Zalevsky to D. Skovronsky re Some Information		Skovronsky, Nirula, Zalevsky	named Nektar witness(es) Rebut and defend against Nektar			Relevance (401/402); MIL	opposed.
								claim that Lilly failed to use	s			
								commercially reasonable efforts t develop Rezpeg; cross	0			
Trial Exh 0647	12/17/2021	Nektar00000007815	Nektar00000007821		Email from C. Ali re NKTR-358 Strategy Team update - 15DEC21		Other Nektar Witness	examination of the named Nektar witness(es).			Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Itiai Exil 0047	12/1//2021	Nekia10000000/813	1VCR121000000007-021		Email from C. All fe (ACTA) 338 Sharegy Team update = 13DEC21		Oniei Nektai Witness	Rebut and defend against Nektar	's		Kilowieuge (104/002)	established at trial (see Rule 002).
								claim that Lilly failed to use commercially reasonable efforts t				
								develop Rezpeg; cross examination of the named Nektar				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804
Trial Exh 0648	12/17/2021	Nektar00000099245	Nektar00000099245		Email from J. Zalevsky re Excellent Investor Day		Zalevsky	witness(es).			Hearsay (802)	exception applies (see Rules 803, 804 807).
								Rebut and defend against Nektar	's			
								claim that Lilly failed to use				
								commercially reasonable efforts t develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0652	1/10/2022	LLY02436231	LLY02436232		Jonsson Email to Murray Re IL-2 Board of Directors Pre-Read		Ioneson Murray	other relevant drugs relevant unde the License Agreement standard.	er		Hearsay (802)	exception applies (see Rules 803, 804
Hall Extr 00.32	1/10/2022	LLY00143385	LLY00143621		Jonsson Email to Multay Re II-2 Board of Directors Fie-Read	Skovrosnky; Robbins;	Jonsson, Murray	Proof of Lilly's liability for breac	h Not relevant (certain attachments)	Relevant background and relevant to	Heatsay (802)	807).
				Confidential: IL-2 KFAD (AtD) Interim Analysis #4 - Unblinded		Mostaghimi;		of contract and breach of the implied covenant of good faith ar	nd.	Lilly's CRE obligations and development of Rezpeg and comparator drugs.		
Trial Exh 0656	1/11/2022	2		Date for BoD			Nirula, Skovronsky, Jonsson,	fair dealing Rebut and defend against Nektar				
							Ashrafzadeh, Schmitz,	claim that Lilly failed to use	*			Not hearsay (Rule 801) and/or hearsay
Trial Exh 0657	1/13/2022	LLY02468615	LLY02468618 LLY02429680		IL-2 Conjugate BOD meeting minutes		Manner, Murray, Pfeifer, Klekotka	commercially reasonable efforts t develop Rezpeg.	0		Hearsay (802)	exception applies (see Rules 803, 804 807).
		LLY02429680	LLY02429680			Schmitz; Ashrafzadeh; Murray; Manner; Huckstep;		Proof of Lilly's liability for breac of contract and the implied	h Subject to MIL.	Nektar opposes MIL.		
						Pfeifer; Klekotka; Rodger		covenant of good faith and fair				
Trial Exh 0660	1/14/2022	1		Teams chat between Carsten Schmitz and others		Taylor; Rao	 	dealing				
							1	Relevant to collaboration development decisions to defend				
							1	against Nektar's breach of contra	et			Not hearsay (Rule 801) and/or hearsay
Trial Exh 0661	1/14/2022	Nektar00000073451			Email from C. Schmitz re IL-2 Peg AD study - Flow cytometry/PD		Schmitz, Ashrafzadeh, Kotzin	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 804 807).
		LLY00232278	LLY00232309			Klekotka; Murray; Pfeifer; Nirula: Ramsever: Schmitz:	1	Proof of Lilly's liability for breac of contract and breach of the	h Not relevant; cumulative and duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
						Skovrosnky; Zalevsky; Kotzin	1	implied covenant of good faith ar fair dealing	d	drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 0663	1/18/2022	2		Type C Briefing Document Rezpeg			<u> </u>	ran ocanng		objection can be addressed at trial and balance favors admissibility.		
							1	Rebut and defend against Nektar				
							1	claim that Lilly failed to use				
							1	commercially reasonable efforts t develop Rezpeg; Relevant to	0			Not hearsay (Rule 801) and/or hearsay
							1	Lilly's efforts, expertise, and resources to develop Rezpeg or				exception applies (see Rules 803, 804 807). The exhibit is relevant to rebut
TOTAL ACTO	1,000	LLY02326632	LLY02326699		Email from J. Tan re AtD Master Protocol Kick Off meeting -			other relevant drugs relevant unde	er e		Hearsay (802); Relevance	Nektar claims and to CRE (see Rules
Trial Exh 0664	1/18/2022	La.YUZ526632	11.102326699		PreReads		Scnmitz	the License Agreement standard. Rebut and defend against Nektar	s		(401/402)	401, 402).
							1	claim that Lilly failed to use commercially reasonable efforts t				
							1	develop Rezpeg; cross				The exhibit is relevant to rebut Nektan
Trial Exh 0666	1/19/2022	Nektar00000966727	Nektar00000966888		Nektar Therapeutics Board of Directors/ Meeting Minutes 2022		Robin, Ruddock	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
		LLY02430535	LLY02430535		, <u>.</u>	Murray; Huckstep; Ramseyer; Pfeifer; Rodger Taylor		Proof of Lilly's liability for breac of contract and the implied	h Subject to MIL.	Nektar opposes MIL.		
						r sester; Kouger Taylor	1	covenant of good faith and fair				
Trial Exh 0667	1/20/2022	LLY01323379	LLY01323379	Teams chat between David Murray, Douglas Costelle, and others		Ramseyer	-	dealing Proof of Lilly's liability for breac	h Subject to MIL.	Nektar opposes MIL.		+
	1						1	of contract and the implied				
								covenant of good faith and fair				

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	LLY00961762	LLY00961766	Nektar Title/ Description	Lily Title/Description			Proof of Lilly's liability for breach	No foundation / personal knowledge.			, , , , , , , , , , , , , , , , , , , ,
		11.100961762	11.100901700			Huckstep; Ramseyer		of contract and the implied covenant of good faith and fair	No toundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0670	1/20/2022			High Level Contract Overview		Nirula: Skovrosnky: Jonsson:		dealing Proof of Lilly's liability for breach	Hearsay: subject to MII.	Not hearsay under Rule 801: admissible	-	
						Ashrafzadeh; Schmitz; Manner: Murray: Ramsever:		of contract and the implied		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807:		
						Manner, Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi		covenant of good faith and fair dealing		not subject to MIL; Nektar opposes MIL;		
Trial Exh 0675	1/28/2022			Press Release re Olumiant SLE Discontinuation						admissible under Rules 702/703.		
mar Extroo73	1/28/2022		+	Pless Resease to Ordinant SLE Discontinuation		Robbins		Proof of Lilly's liability for breach	Hearsay (801); relevance (402); foundation;	Not hearsay under Rule 801; admissible		
								of contract and breach of the implied covenant of good faith and	403; MiL.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				PR Newswire. "Undates on OLUMIANT® (baricitinib) Phase 3				fair dealing		admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation		
				Lupus Program and FDA Review for Atopic Dermatitis," January						and development of Remon and		
				Lupus Program and FDA Review for Atopic Dermatitis," January 28, 2022, available at https://www.prnewswire.com/news-releases/updates-on-olumiant-baricitinib-phase-3-lupus- program-						comparator drugs; not subject to MIL; Nektar opposes MIL; foundation will be established at trial.		
Trial Exh 0676	1/28/2022			and-fda-review-for-atopic-dermatitis-301470359.html.						established at trial.		
												Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								Relevant to collaboration				807). The exhibit is relevant to rebut Nektar claims and to cross examine
								development decisions to defend against Nektar's breach of contrac				Nektar witness (see Rules 401, 402).
							Kotzin, Ashrafzadeh, Pfeifer,	against Nektar's breach of contrac claims; Cross examination of the			Hearsay (802); 403; Relevance	No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL
Trial Exh 0677	1/28/2022	Nektar00000086227	Nektar00000086227		Email from A. Ashrafzadeh re Ad Hoc IL-2 Medical Meeting	+	Manner, Schmitz, Manner	named Nektar witness(es)			(401/402); MIL	is opposed.
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
					Email from A. Ashrafzadeh to B. Kotzin re possible meeting next	1		claims; Cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 0678	1/28/2022	Nektar00000276140	Nektar00000276141	+	week	+	Kotzin, Ashrafzadeh	named Nektar witness(es)			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use			1	
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0679	1/31/2022	LLY01007187	LLY01007190		Email from C. Schmitz re KFAD: favor to ask		Schmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; relevant to jury				
					Email from Klekotka re IL-2 Ph2 AtD (KFAE): Pre-CV Leadershi			understanding of ISRs, key issues relevant to parties				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0681	2/2/2022	LLY02128496	LLY02128500		Email from Klekotka re IL-2 Ph2 AtD (KFAE): Pre-CV Leadershi Checkpoint	-	Klekotka, Schmitz	claims and defenses.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY01197700	LLY01197793			Robbins		Proof of Lilly's liability for breach of contract and breach of the	Not relevant; no foundation / personal knowledge.	Relevant background; relevant to Lilly's CRE obligations and development of		
								implied covenant of good faith and fair dealing		Rezpeg; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0683	2/2/2022			Protocol Number J1P-MC-KFAL (b)								
		LLY01197686	LLY01197699			Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the	Not relevant; no foundation / personal knowledge.	Relevant background; relevant to Lilly's CRE obligations and development of		
								implied covenant of good faith and		CRE obligations and development of Rezpeg; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0684	2/2/2022			Rationale for High Dose Selection in Study J1P-MC-KFAL				fair dealing		roundation will be established at trial.		
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0686	2/4/2022	LLY02467065	LLY02467070		BTLA Board of Directors Meeting Minutes		Nirula	drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
												Not hearsay (Rule 801) and/or hearsay
												Not hearsay (Rule 801) and/or hearsay
								Relevant to Lilly's efforts,				exception applies (see Rules 803, 804,
								expertise, and resources to			Hearsay (802): Incomplete	807). Exhibit has been supplemented
Trial Exh 0688							Murray, Schmitz, Klekotka,	expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License			Hearsay (802); Incomplete (106); Foundation/Personal	807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be
	2/9/2022	LLY02129003	LLY02129015		CD200R Asset Strategy		Murray, Schmitz, Klekotka, Nirula	expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104/602)	807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
1			LL:Y02129015				Murray, Schmitz, Klekotka, Nirula	expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use			(106): Foundation/Personal	807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay
Trial Exh 0689		LLY02129003 LLY00838289	LLY02129015 LLY00838293		CD250R Asset Strategy Email Ifrom A. Nirula to H. Bryant and A. Nudelsky re. Goals 2022		Murray, Schmitz, Klekotka, Nirula Nirula	expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			(106): Foundation/Personal	807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0689							Nirula	expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to			(106); Foundation/Personal Knowledge (104/602)	807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay
Trial Exh 0689							Nirula	expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lily failed to use commercially reasonable efforts to develop Rezpeg. Rebut and defend against Nektar's claim that Lily failed to use commercially reasonable efforts to			(106); Foundation/Personal Knowledge (104/602)	807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay
	2/9/2022	LLY00838289	LLY00838293		Email Ifrom A. Nirula to H. Bryant and A. Nudelsky re: Goals 2022		Nīrula Nīrula	experites, and resources to develop Rerge or other relevant large relevant under the License Agreement standard. Rebut and defend against Nektur's chain that Lilly failed to use commercially reasonable efforts to develop Rergeg. Rebut and defend against Nektur's claim that Lilly failed to use commercially reasonable efforts to develop Rergeg; cross examination of the named Nektur examination of the named Nektur			(106); Foundation/Personal Knowledge (104/602) Hearsay (802)	807). Exhibit has been supplemented for completion Teshibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0689 Trial Exh 0691	2/9/2022	LLY00838289					Nirula	experitse, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			(106); Foundation/Personal Knowledge (104/602)	807). Eskibit has been supplemented for completion Teskibit is complete. Foundation/personal knowledge will be established at Trail (see Rule 6022). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
	2/9/2022	LLY00838289	LLY00838293		Email Ifrom A. Nirula to H. Bryant and A. Nudelsky re: Goals 2022		Nīrula Nīrula	asparties, and resources to develop Reverge or other relevant. Breedow Reverge or other relevant. Image relevant under the License Agreement standler. Robets and defend against Neistr. Stainst that Lilly failed to use commercially reasonable efforts to develop Reverge. Robets and defend against Neistr. Stainst that Lilly failed to use commercially reasonable efforts to develop Reverge, creating the commercially reasonable efforts to seven manufacture of seven se			(106); Foundation/Personal Knowledge (104/602) Hearsay (802)	807). Exhibit has been supplemented for completion Teshibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
	2/9/2022	LLY00838289	LLY00838293		Email Ifrom A. Nirula to H. Bryant and A. Nudelsky re: Goals 2022		Nīrula Nīrula	experties, and resources to develop Rerego en other relevant drugs relevant under the License Apprenent standard, Apprenent standard, Apprenent standard chart daginest Nektur's chair that Lilly failed to use thereto Rerego. Rerego Rerego Rerego Rerego Commercially reasonable efforts to develop Rerego, Commercia			(106); Foundation/Personal Knowledge (104/602) Hearsay (802)	807). Exhibit has been supplemented for completion of Exhibit is complete. For exhibit is completed for Exhibit is completed. For exhibit is completed. For exhibit control knowledge will be exhibited at rail (see Balle 502). Not heaving (Radie 801) and/or hearing exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0691	2/9/2022 2/13/2022	LLY00838289	1LY00838293 Nektar00000875900		Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut		Nīrula Nīrula	experties, and resources to develop Rerupe or other relevant durge relevant under the License Agreement studied. Rebetu and defend against Nekar's chain that Lilly failed to use exommercially reasonable efforts to exceed the Rebetu and defend against Nekar's chain that Lilly failed to use to the relevant personal rel			(106); Foundation/Personal Knowledge (104/602) Hearsay (802)	807). Exhibit has been supplemented for completion Teshibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
	2/9/2022 2/13/2022	11.Y00838289	1LY00838293 Nektar00000875900		Email Ifrom A. Nirula to H. Bryant and A. Nudelsky re: Goals 2022	Klekota; Rameyer, Lace	Nirula Nirula Kotzin, Ruddock	experies, and resources to develop Reverge or other relevant drugs relevant under the License Agreement studied. Reben and offered against Nektur's Agreement studied, and offered against Nektur's commercially reasonable efforts to develop Regreg. Reben and defered against Nektur's claim that Lilly failed to use commercially reasonable efforts to develop Regreg. Commercially reasonable efforts to develop Regreg. Commercially reasonable efforts to develop Regreg. Commercially reasonable efforts of the same Nektur witness(s). Reben and defend against Nektur's witness(s). Reben and defend against Nektur's witness(s). The same for the same forth of the named Nektur witness(s). Profess of the samed Nektur witness(s). Profess of the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s). Profess of Lilly is deliberated by the samed Nektur witness(s).	Not relevant.	Relevant to Lilly's CRE obligation and	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692	2/9/2022 2/13/2022 2/13/2022	LLY00838289 Nektar00000875879 Nektar00000875901	LLY00838293 Nektar00000875900 Nektar00000875926	Email from Paul Klekotak to Kathyu Ramseyer re: RE: Draft	Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Klokotka, Rameyer, Lace Pfeifer	Nirula Nirula Kotzin, Ruddock	expertise, and resources to develop Reverge or other relevant drugs relevant under the License Agreement standard, and a standard agreement standard efforts to develop Regrege. Commercially reasonable efforts to develop Regrege commercially reasonable efforts to develop Regrege costs chain that all Jist failed to use commercially reasonable efforts to claim that all Jist failed to use commercially reasonable efforts to examination of the named Nektar standard agreement of the standard of the s	Not relevant.	Relevant to Lilly-CRE obligation and development of Rerpeg.	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691	2/9/2022 2/13/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591	Email from Paul Kielonka to Kathyn Rameyer re: RE: Draft internal communication message	Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer	Nirula Nirula Kotzin, Ruddock	experiise, and resources to develop Reerge or other relevant drugs relevant under the License Agreement standler the License Agreement standler of the License Agreement and the United Standler on the Contract of the License Agreement o		development of Rezpeg.	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692	2/9/2022 2/13/2022 2/13/2022	LLY00838289 Nektar00000875879 Nektar00000875901	LLY00838293 Nektar00000875900 Nektar00000875926		Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	experies, and resources to develop Reerge or other relevant drugs relevant under the License Approximation of the Approximation of the Approximation of the named Nektar with the License Approximation of the named Nektar witness(es). Proof of Lilly's liability for breach of contract and breach of the implied convenue for good that has named Nektar witness(es).	Not relevant. Not relevant, cumulative or duplicative, no foundation / personal knowledge.	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692	2/9/2022 2/13/2022 2/13/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591		Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula: Ramsever:	Nirula Nirula Kotzin, Ruddock	expertise, and resources to decicio Rerego e order relievant drugs relevant under the License Agreement standard part e decivitation de l'accionation de l'acci	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692	2/9/2022 2/13/2022 2/13/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591		Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	expensis, and resources to develop Reerge or other relevant drugs relevant under the License Agreement studied. Rebets and defend against Nektur's chain that Lilly failed to use commercially committee efforts to examinate all the studied of the commercially committee efforts to develop Reerge commercially commercially commercially examinate of the studied of the commercial process of the studied of the studi	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692	2/9/2022 2/13/2022 2/13/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591	internal communication message	Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	expensis, and resources to develop Reerge or other relevant drugs relevant under the License Agreement studied. Rebets and defend against Nektur's chain that Lilly failed to use commercially committee efforts to examinate all the studied of the commercially committee efforts to develop Reerge commercially commercially commercially examinate of the studied of the commercial process of the studied of the studi	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692 Trial Exh 0693	2/9/2022 2/13/2022 2/13/2022 2/15/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591		Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	expertise, and resources to develop Reverge or other relevant drugs relevant under the License develop Reverge or other relevant drugs relevant under the License Agreement standards. Rechen and defend against Nektur's develop Reverge, and develop Reverge, and develop Reverge, commercially reasonable efforts to develop Regrege, commercially reasonable efforts to develop Regrege, constant and Lifty failed to use commercially reasonable efforts to develop Regrege, cross chairs that Lifty failed to use commercially reasonable efforts of the standard of the develop Regrege, cross examination of the named Nektur standards and the standards of the sta	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Estabit has been supplemented for completion or Estabit is completed. For completion or Estabit is completed. For established are until or established are until or Bullet 90.0 Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Estabit has been supplemented for completion or Estabiti is complete. Estabit has been supplemented for Estabiti has been supplemented
Trial Exh 0691 Trial Exh 0692 Trial Exh 0693	2/9/2022 2/13/2022 2/13/2022 2/15/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591	internal communication message	Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	expentic, and resources to decelop Reerge or other relevant drugs relevant under the Leene Agreement standard part of the Leene Agreement standard part of the Leene Agreement standard standard light standard for the Leene Agreement standard standard for the Leene Agreement standard	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Establish has been supplemented for completion of Establist is completed. For Completion of Establist is completed. For Combine on Secultary Section 1, 200 of the Completion of the Completion of the Completion of Completion of Completion of Completion of Establish than been supplemented for completion or Establish in complete. Establish has been supplemented for completion or Establish in complete. Establish has been supplemented for completion or Establish in complete.
Trial Exh 0691 Trial Exh 0692 Trial Exh 0693	2/9/2022 2/13/2022 2/13/2022 2/15/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591	internal communication message	Email Hrom A Nirula to H. Bryant and A. Nudebsky re: Goals 2022 Nektuar Therapoutics (NKTR) Fireside chut Nektuar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	experies, and resources to develop Reverge or other relevant drugs relevant under the License develop Reverge or other relevant drugs relevant under the License Revenue and an and a second proposed and a second proposed relevant to develop Reverge. Cachian that Lilly failed to use commercially reasonable efforts to develop Reverge. Cachian that Lilly failed to use commercially reasonable efforts to develop Reverge, cross with the commercial presentable efforts to develop Reverge. Cachian that Lilly failed to use commercially reasonable efforts to develop Reverge. Cachian that Lilly failed to use commercially reasonable efforts to enumer Nexture witnesses.) From Cort. Lilly statistic of the commercial presentable efforts of contract and breach of the implied coverant of good fail and fair dealing good faith and fair dealing. Referent to confidence and fair dealing.	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (1046/02) Hearray (802) Iliconsplete (106) Incomplete (106)	807). Exhibit has been supplemented for completion of Exhibit is completed. For incompletion of Exhibit is completed. For incompletion of Exhibit is completed. So the Complete of the Complete of the Complete of the Complete of Exhibit is completed on the Complete of Exhibit in the Complete of Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0691 Trial Exh 0692 Trial Exh 0693	2/9/2022 2/13/2022 2/13/2022 2/15/2022 2/25/2022	LLY00838289 Nektar0000875879 Nektar00000875901 LLY00735591	LLY00838293 Nektar00000875900 Nektar00000875926 LLY00735591	internal communication message	Email Hrom A. Nirula to H. Bryant and A. Nadelsky re: Goals 2022 Nektar Therapoutics (NKTR) Fireside chut	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Nirula Nirula Kotzin, Ruddock	experies, and resources to develop Reverge or other relevant drugs relevant under the License Agreement studied. Reben and defend against Nektur's Agreement studied. Reben and defend against Nektur's chain that Lilly falled to use vommercially reasonable efforts to develop Revige. Reben and defend against Nektur's claim that Lilly falled to use commercially reasonable efforts to develop Revige; cross with the commercial presentable efforts to develop Revige; cross commercially reasonable efforts to develop Revige; cross commercially reasonable efforts to enumer better witnesses.) Rebut and defend against Nektur's chain that Lilly falled to use commercially reasonable efforts to enumer better witnesses.) Rebut and defend against Nektur's provide of Lilly and the unit of the state of the	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (104/602) Hearray (802) Incomplete (106)	807). Establish has been supplemented for completion of Establist is completed. For Completion of Establist is completed. For Combine on Secultary Section 1, 200 of the Completion of the Completion of the Completion of Completion of Completion of Completion of Establish than been supplemented for completion or Establish in complete. Establish has been supplemented for completion or Establish in complete. Establish has been supplemented for completion or Establish in complete.
Trial Exh 0691 Trial Exh 0692 Trial Exh 0693 Trial Exh 0702	2/9/2022 2/13/2022 2/13/2022 2/15/2022 2/25/2022	ELY00838289 Nokuu00000875879 Nokuu00000875879 LLY00735591 LLY01284723	LLY00838293 Nektar0000875900 Nektar00000875926 LLY00735591 LLY01284764	internal communication message	Email Hrom A Nirula to H. Bryant and A. Nodelsky re: Goals 3022 Noktar Therapeutics (NKTR) Fireside chut Noktar Therapeutics (NKTR) Fireside chut Message from C. Schmitz to B. Kotzin re-Atopic Dermatitis	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Norala Norala Kotzin, Raddock Kotzin, Raddock	expertise, and resources to develop Reverge or other relevant drugs relevant under the License develop Reverge or other relevant drugs relevant under the License Agreement standard, Agreement standard, Reben and defend against Nektur's claim that Lilly failed to use commercially reasonable efforts to develop Revrige. Commercially reasonable efforts to develop Revrige, commercially reasonable efforts to develop Revrige, creating that Lilly failed to use commercially reasonable efforts of the standard of th	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (1046/02) Hearray (802) Iliconsplete (106) Incomplete (106)	807). Exhibit has been supplemented for completion of Exhibit is completed. For incompletion of Exhibit is completed. For incompletion of Exhibit is completed. So the Complete of the Complete of the Complete of the Complete of Exhibit is completed on the Complete of Exhibit in the Complete of Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0691 Trial Exh 0692 Trial Exh 0693 Trial Exh 0702	2/9/2022 2/13/2022 2/13/2022 2/15/2022 2/25/2022	ELY00838289 Nokuu00000875879 Nokuu00000875879 LLY00735591 LLY01284723	LLY00838293 Nektar0000875900 Nektar00000875926 LLY00735591 LLY01284764	internal communication message	Email Hrom A Nirula to H. Bryant and A. Nodelsky re: Goals 3022 Noktar Therapeutics (NKTR) Fireside chut Noktar Therapeutics (NKTR) Fireside chut Message from C. Schmitz to B. Kotzin re-Atopic Dermatitis	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Norala Norala Kotzin, Raddock Kotzin, Raddock	separities, and resources to develop Reerge or other relevant drugs relevant under the License develop Reerge or other relevant drugs relevant under the License Received and the Robert and defend against Nektur's commercially resources and the Robert and defend against Nektur's chaim that Lilly failed to use commercially resources defend against Nektur's commercially resource or the Robert and defend against Nektur's chaim that Lilly failed to use examination of the named Nektur witness(es). Robert and defend against Nektur's chaim that Lilly failed to use examination of the named Nektur witness(es). Robert and defend against Nektur's chaim that Lilly failed to use examination of the named Nektur witness(es). The commercially reasonable efforts to examination of the named Nektur witness(es). The commercial present of the named Nektur witness(es). Relevant to collaboration development decisions to defend against Nektur's Newto of contract and the impiled coverant of good faith and fair dealing. Relevant to collaboration development decisions to defend against Nektur's Newto of commercially reasonable efforts to examed Nektur witness(es). Robert and defend against Nektur's Newto of commercially reasonable efforts to examence and the contract of the missel of the named Nektur witness(es).	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (1046/02) Hearray (802) Iliconsplete (106) Incomplete (106)	807). Exhibit has been supplemented for completion of Exhibit is completed. For incompletion of Exhibit is completed. For incompletion of Exhibit is completed. So the Complete of the Complete of the Complete of the Complete of Exhibit is completed on the Complete of Exhibit in the Complete of Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete.
Trial Eah 0692 Trial Eah 0692 Trial Eah 0693 Trial Eah 0702	2/9/2022 2/13/2022 2/13/2022 2/15/2022 2/25/2022	LLY00838289 Nekur00000875879 Nekur00000875901 LLY01284723 Nekur0000086042	LLY00838293 Nektar0000875900 Nektar00000875926 LLY00735591 LLY01284764	internal communication message	Email Hrom A Nirula to H. Bryant and A. Nodelsky re: Goals 3022 Noktar Therapeutics (NKTR) Fireside chut Noktar Therapeutics (NKTR) Fireside chut Message from C. Schmitz to B. Kotzin re-Atopic Dermatitis	Pfeifer Nirula; Ramseyer; Ashrafzadeh; Pfeifer;	Norala Norala Kotzin, Raddock Kotzin, Raddock	expertise, and resources to develop Reverge or other relevant drugs relevant under the License develop Reverge or other relevant drugs relevant under the License Agreement standard, Agreement standard, Reben and defend against Nektur's claim that Lilly failed to use commercially reasonable efforts to develop Revrige. Commercially reasonable efforts to develop Revrige, commercially reasonable efforts to develop Revrige, creating that Lilly failed to use commercially reasonable efforts of the standard of th	Not relevant: cumulative or duplicative: no	development of Rezpeg. Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation	(106): Foundation Personal Knowledge (104602) Hearnay (802) Incomplete (106) Incomplete (106)	807). Exhibit has been supplemented for completion of Exhibit is completed. For incompletion of Exhibit is completed. For incompletion of Exhibit is completed. So the Complete of the Complete of the Complete of the Complete of Exhibit is completed on the Complete of Exhibit in the Complete of Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete. Exhibit has been supplemented for completion or Exhibit is complete.

Fx. No.		Begin Bates	End Bates		Nektar Sponsoring W	tness Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
22.110.	Date	Degin Dates	End Dates	Nektar Title/ Description	Lily Title/Description	Liny Sponsoring Whites		Emy Objection(s)	remain a responses to Objection(a)	recent Objection(s)	Emy a Responses to Objection(a)
							Rebut and defend against Nektar's claim that Lilly failed to use				No unfair prejudice and balance favors
							commercially reasonable efforts to	(admissibility (see Rules 401, 403). The
							develop Rezpeg; cross examination of the named Nektar				exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401.
Trial Exh 0705	2/28/2022	N/A			Nektar Therapeutics FQ4 2021 Earnings Call Transcript	Robin, Ruddock, Zalevsky	witness(es).			403; Relevance (401/402); MIL	402). MIL is opposed.
											Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
							Rebut and defend against Nektar's				807); The exhibit is relevant to Lilly's
							claim that Lilly failed to use commercially reasonable efforts to				defenses, rebutting Nektar's claims, and to CRE (see Rules 401, 402); No unfair
							develop Rezpeg; cross				prejudice and balance favors
Trial Exh 0706	3/1/2022	Nektar00000724978	Nelster00000725071		Email from W. Taylor re NKTR Analyst Notes 3.01.22	Ruddock	examination of the named Nektar witness(es).			Hearsay (802); Relevance (401/402); 403; MIL.	admissibility (see Rules 401, 403); MIL is opposed.
Hair Extr 0/00	3/1/2022	Nekta100000724978	Nekta100000723071		Estati Holl W. Taylor le NKTK Allanyst Notes 3.01.22	Kuudock	Rebut and defend against Nektar's			(401/402), 403, MIL	
							claim that Lilly failed to use commercially reasonable efforts to				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The
							develop Rezpeg; cross				exhibit is relevant to rebut Nektar
Trial Exh 0711	3/14/2022	NI/A			Nektar Therapeutics Shareholder / Analyst Call Transcript	Robin, Ruddock	examination of the named Nektar witness(es).			403; Relevance (401/402); MIL	claims and to CRE (see Rules 401,
mar Extro/11	3/14/2022	NA.			Nextal Included Statemorder / Analyst Can Transcript	Kooni, Kuudock	Relevant to jury understanding of			403, Kelevance (401/402), Mil.	
							Nektar's business and assets, a key issue relevant to parties'				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The
							claims and defenses; cross-				exhibit is relevant to Lilly's defenses, to
Trial Exh 0712	3/14/2022	NI/A			LaHucik, K. "BMS-Nektar's Opdivo combo fails phase 3 in upset to once-largest licensing deal in biotech history," Fierce Biotech	Robbins	examination of Nektar expert witness			402. Balanana (401/402). MII	rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
Inai Ext 0/12	5/14/2022	N/A			to once-targest itemsing deat in biotech history, Pierce Biotech	KODDIRS	Relevant to jury understanding of			403; Reievance (401/402); MIL	
							Nektar's business and assets, a key issue relevant to parties'				The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules
							claims and defenses; cross-				and to rebut Nektar claims (see Rules 401, 402). No unfair prejudice and
							examination of Nektar expert				balance favors admissibility (see Rules
Trial Exh 0713	3/14/2022	Nektar00000595239	Nektar00000595265		Email from H. Robin to Nektar employees	Robin	witness Rebut and defend against Nektar's			Relevance (401/402); 403; MIL	. 401, 403). MIL is opposed. Not hearsay (Rule 801) and/or hearsay
							claim that Lilly failed to use	1		1	exception applies (see Rules 803, 804,
							commercially reasonable efforts to develop Rezpeg; cross	1			807); The exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and
							examination of the named Nektar			Hearsay (802); Relevance	to CRE (see Rules 401, 402); MIL is
Trial Exh 0714	3/14/2022	Nektar00000723794 LLY01323445	Nektar00000723832 LLY01323447		Email from Sword re Coverage Report, 3/14 Ramseyer, Ashrafzadeh	Ruddock	witness(es). Proof of Lilly's liability for breach	Subject to MII	Nektar opposes MIL.	(401/402); MIL	opposed.
					Ramseyer, Astrarzaden Rodger Taylor		of contract and the implied		· · · · · · · · · · · · · · · · · · ·		
Trial Exh 0717	3/15/2022	,		Teams chat between Kathryn Ramseyer and others			covenant of good faith and fair dealing				
ATMI EAH U/1/	3/15/2022	1	1	Actual Clar October Kannyn Kantseyer and others			Relevant to Lilly's efforts,				
							expertise, and resources to				Not hearsay (Rule 801) and/or hearsay
							develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0718	3/15/2022	LLY02466320	LLY02466323		GITR Antagonist Board of Directors Meeting Minutes	Nirula, Manner	Agreement standard.			Hearsay (802)	807).
							Relevant to Lilly's efforts, expertise, and resources to				
							develop Rezpeg or other relevant				
							drugs under the License Agreement standard: rebut and				
							defend against Nektar's claim that				
							Lilly failed to use commercially reasonable efforts to develop				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0719	3/15/2022	LLY00933519	LLY00933520		Email: from S. Na re: 2022-March-16-CD200R BoD Slide 19	Nirula, Klekotka, Schmitz	Rezpeg.			Hearsay (802)	807).
							Relevant to Lilly's efforts, expertise, and resources to				
							develop Rezpeg or other relevant				
							drugs relevant under the License				
							Agreement standard; Rebut and defend against Nektar's	6			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
							claim that Lilly failed to use			Hearsay (802); Foundation/Personal	807). Foundation/personal knowledge
Trial Exh 0720	3/16/2022	LLY02465841	LLY02465896		CD200R Agonist Antibody (AI, LY3454738) Board of Directors	Krueger, Klekotka, Schmitz	commercially reasonable efforts to develop Rezpeg.			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule 602).
					2,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1						
							Rebut and defend against Nektar's claim that Lilly failed to use				
							commercially reasonable efforts to				
							develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
							resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0721	3/16/2022	LLY02466592	LLY02466594		CD200R Agonist Antibody Board of Directors: Meeting Minutes	Nirula, Schmitz, Manner	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804,
ATRICEMI U/21	3/10/2022	ea.102400392	22.102400394		CONTRACTOR AND PROPERTY DESIGNATION OF LABORATORS AND AND ASSOCIATION OF LABORATORS AND ASSOCIAT	isuuia, Scimitz, Manner	Rebut and defend against Nektar's			sambay (00/2)	party.
							claim that Lilly failed to use commercially reasonable efforts to				
							develop Rezper cross	1			The exhibit is relevant to rebut Nektar
T : 1 F 1 0722	3/16/2022	Nektar00000777121	N. 1		S. J. C. C. C. DOD C. L. DO	n. 10	examination of the named Nektar			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0722	5/16/2022	LLY01306761	Nektar00000777122 LLY01306763		Sasaki email attaching BOD materials draft Nirula	Kooin	witness(es). Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and	Keidvance (401/402)	winiess (see Kules 401, 402).
							of contract and the implied		development of Rezpeg.	1	
Trial Exh 0725	3/18/2022	2		Email from Sheng Hu Wu to Ajay Nirula re: RE: IL-2 AD Ph2b China question			covenant of good faith and fair dealing				
							Rebut and defend against Nektar's	4			
							claim that Lilly failed to use commercially reasonable efforts to				
							develop Rezpeg; cross				
Trial Exh 0726	3/21/2022	Nektar00000138588	Nektar00000138588		Email from Ali re Placeholder Participation at Weekly EC Meeting: NKTR-358 Update continued	Kotzin	examination of the named Nektar witness(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
					y		Rebut and defend against Nektar's	6			, and a complete.
							claim that Lilly failed to use commercially reasonable efforts to			1	Exhibit has been supplemented for
							develop Rezpeg; cross	1		Foundation/Personal	completion or Exhibit is complete.
Trial Exh 0727	3/21/2022	Nektar00000138589	Nektar00000138589		Ex. 1238 - Nektar Executive Committee Meeting Deck	Wateria.	examination of the named Nektar witness(es).			Knowledge (104/602); Incomplete (106)	Foundation/personal knowledge will be established at trial (see Rule 602).
anai exn 0/2/	5/21/2022	186Ktar00000138589	ivektar00000138589		Ex. 1236 - Nektar Executive Committee Meeting Deck	Kotzin	Rebut and defend against Nektar's			ascomplete (106)	essaulisned at trial (see Rule 602).
							claim that Lilly failed to use				
							commercially reasonable efforts to develop Rezpeg; cross	1			
L	1	L.,	L				examination of the named Nektar			L	L
Trial Exh 0728	3/21/2022	Nektar00001392187 LLY01289222	Nektar00001392189 LLY01289286		NKTR-358: Program Update Nirula; Ramseyer;	Kotzin	witness(es). Proof of Lilly's liability for breach	Not relevant; subject to MIL; cumulative or	Relevant to Lilly's CRE obligation and	Error, Exhibit Not Provided	Exhibit has been supplemented.
					Ashrafzadeh; Pfeifer;		of contract and the implied	duplicative; no foundation / personal	development of Rezpeg and comparator	1	
					Klekotka; Evans		covenant of good faith and fair dealing	knowledge.	drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
									balance favors admissibility; not subject to	(
									MIL; Nektar opposes MIL; foundation and knowledge will be established at trial.	1	
Trial Exh 0730	3/22/2022	2		Investigator's Brochure for Taltz					narrweuge will be established at trial.		
							•				

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)		Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02138627	LLY02138628	- Actipion		Murray; Pfeifer; Huckstep		Proof of Lilly's liability for brea	ch No foundation / personal knowledge; Not	Foundation and knowledge will be established at trial; relevant to Lilly's CRE		
								of contract and the implied covenant of good faith and fair	relevant.	established at trial; relevant to Lilly's CRE obligation and development of Rezpeg and		
Trial Exh 0732	3/25/2022			Email from Robert Draper to R.J. Forbes et al. re:				dealing; proof of damages cause by Lilly's breaches	d	to damages.		
Inal Exh 0/32	3/25/2022			Email from Robert Draper to R.J. Forbes et al. re:				by Liny's breaches				
								Relevant to jury understanding of Lilly immunology strategy, a ke	of			
								issue relevant to parties' claims and defenses;	'			
								and defenses; Rebut and defend against Nekta	r's			
					Jonsson Email to Nirula, Etc Re Feedback Requested:		Jonsson, Nirula, Murray,	claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0735	3/28/2022	LLY02305730	LLY02305732		Immunology Leadership Summit Objectives and Agenda		Klekotka, Pfeifer	commercially reasonable efforts develop Rezpeg.	10		Hearsay (802)	807).
								Rebut and defend against Nekta				
								claim that Lilly failed to use				
								commercially reasonable efforts develop Rezpeg; Relevant to	to			
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant un-				exception applies (see Rules 803, 804,
Irial Exh 0736	3/28/2022	LLY01018823 LLY00692146	LLY01018852 LLY00692148		Lilly Protocol Overview	Schmitz; Manner	Ashrafzadeh	the License Agreement standard Proof of Lilly's liability for brea	ch Not relevant.	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
				Email from Nicole Elizabeth Campbell to Multiple Recipients re:				of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Irial Exh 0740	3/30/2022			FW: IL2 KFAE Final Country Allocation v1 (29-Mar-2022)				dealing				
		LLY00692258	LLY00692275			Schnitz; Manner		Proof of Lilly's liability for brea of contract and the implied	ch Not relevant to claims and defenses.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
				Email from Hitoe Torisu-Itakura to Nicole Elizabeth Campbell;				covenant of good faith and fair dealing				
Trial Exh 0742	3/30/2022	LLY00853620	LLY00853621	Carsten Schmitz re: RE: KFAE Protocol Approved		Schmitz		Proof of Lilly's liability for brea	ch Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible		
	1							of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807:		
	1			Email from Petra Kraus to Andrea Schloebe ;Carsten Schmitz				covenant of good faith and fair dealing		not subject to MIL; Nektar opposes MIL.		
Irial Exh 0743	3/30/2022	LLY00852782	LLY00852782	:Vera Zota re: AW: adboard Germany June 2022		Schmitz		Proof of Lilly's liability for brea	ch Hearsay: Not relevant: subject to MIL.	Not hearsay under Rule 801: admissible	1	
								of contract and the implied	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	for non-hearsay purpose and/or subject to	1	
	1							covenant of good faith and fair dealing		hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation and		
				Email from Robert Jan Benschop to Carsten Schmitz ;Amy J Schramm re: RE: KFAC PD and biopsy data and Dermtech for						development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0744	3/31/2022			KFAE								
		LLY02429895	LLY02429895			Schmitz; Klekotka; Robbins; Rao		Proof of Lilly's liability for brea of contract and the implied	ch Subject to MIL.	Nektar opposes MIL.		
								covenant of good faith and fair				
Trial Exh 0745	4/1/2022			Teams chat between Carsten Schmitz and Paul Klekotka				dealing Rebut and defend against Nekta	ćs.			
								claim that Lilly failed to use commercially reasonable efforts				
								develop Rezpeg; cross	10			
Trial Exh 0747	4/4/2022	Nektar00000027021	Nektar00000027025		Emails between B. Li, C. Ali, Q. Zheng, Y. Liu, and H. Ma re NKTR-358 Strategy Team update - 25MAR22		Other Nektar Witness	examination of the named Nekta witness(es).	r		Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
								Rebut and defend against Nekta claim that Lilly failed to use	r's			
								commercially reasonable efforts develop Rezpeg: Relevant to	to			
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant un	ler			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0748	4/5/2022	LLY00595182	LLY00595182		Issue Review Meeting Documentation		Schmitz	the License Agreement standard			Hearsay (802)	807).
								Rebut and defend against Nekta claim that Lilly failed to use	r's			
								commercially reasonable efforts develop Rezpeg; Cross	to			Not hearsay (Rule 801) and/or hearsay
					Email from H. Patel re [External] re: IL-2 Conjugate Medical Team	1	Ashrafzadeh, Kotzin, Pfeifer,	examination of the named Nekta	r			exception applies (see Rules 803, 804,
Trial Exh 0752	4/6/2022	Nektar00000147164 LLY02448368	Nektar00000147165 LLY02448368		Meeting	Schmitz	Schmitz	witness(es). Proof of Lilly's liability for brea	ch Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	807).
								of contract and the implied covenant of good faith and fair				
Trial Exh 0754	4/8/2022			Teams chat between Carsten Schmitz and Dipak Patel				dealing				
		LLY01351795	LLY01351798			Murray; Ramseyer		Proof of Lilly's liability for brea of contract and the implied	ch No foundation / personal knowledge; Not relevant; subject to MIL; hearsay.	Foundation and knowledge will be established at trial: relevant to Lilly's CRE		
								covenant of good faith and fair	reaction, subject to start, incursaly.	obligation and development of Rezpeg; no	t	
								dealing		subject to MIL; Nektar opposes MIL; not hearsay under Rule 801; admissible for		
										non-hearsay purpose and/or subject to		
Irial Exh 0755	4/11/2022			Email from David Murray to Mitchell Stayer; Ana Vaz re: RE: Sanofi Immunology Investor Event						hearsay exception under Rules 803/807.		
												Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								Rebut and defend against Nekta	r's		1	807). No unfair prejudice and balance
	1							claim that Lilly failed to use commercially reasonable efforts	to		1	favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut
	1							develop Rezpeg; cross				Nektar claims and to cross examine
Trial Exh 0760	4/15/2022	Nektar00000151734	Nektar00000151736		Email from J. Bledsoe to D. Budwick re Nektar/BMS Coverage, 4/14		Ruddock	examination of the named Nekta witness(es).			Hearsay (802); 403; Relevance (401/402); MIL	Nektar witness (see Rules 401, 402). MIL is opposed.
								Rebut and defend against Nekta claim that Lilly failed to use	r's		<u> </u>	The exhibit is relevant to rebut Nektar
	1							commercially reasonable efforts	to			claims and to cross examine Nektar witness (see Rules 401, 402). No unfair
	1							develop Rezpeg; cross examination of the named Nekti	ır			prejudice and balance favors admissibility (see Rules 401, 403). MIL
Trial Exh 0761	4/15/2022	Nektar00000943988	Nektar00000943989		Zalevsky Doberstein Text Message		Zalevsky	witness(es).			Relevance (401/402); 403; MIL	
	1							Relevant to collaboration			1	
	1							development decisions to defen	1			Not hearsay (Rule 801) and/or hearsay
	1							against Nektar's breach of contr claims; Rebut and defend agains	act t			exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly
								Nektar's claim that Lilly failed t use commercially reasonable	0		Hearsay (802); Relevance	defenses, to rebut Nektar claims, and to CRE (see Rules 401, 402). MIL is
Trial Exh 0763	4/18/2022	LLY02435974	LLY02435981		Text message with Dan S. re: UC futility		Nirula	efforts to develop Rezpeg.			(401/402); MIL	opposed.
								Rebut and defend against Nekta	r's		1	
	1							claim that Lilly failed to use commercially reasonable efforts	to			
	1						Skovronsky, Robbins, Buthus	sie develop Rezpeg; Relevant to			Hearsay (802); Relevance (401/402)	
												Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
L								other relevant drugs relevant un the License Agreement standard	ier		1	807). Relevant to Lilly's defenses, to
Trial Exh 0764	4/18/2022	LLY02460189	LLY02460250	1	Spring 2022 Portfolio Review	1	1		1	1	I	rebut Nektar's claims, and to CRE.

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	LLY02429133	LLY02429133	Nektar Title/ Description	Lily Title/Description	Schmitz		Proof of Lilly's liability for breach Subject to MIL; not relevant.	Nektar opposes MIL; relevant to Lilly's	- "	
		11.102429133	11.102429133			Schmitz		of contract and breach of the	CRE obligation and development of		
Trial Exh 0767	4/19/2022			Teams chat between Carsten Schmitz and Nicole Campbell				implied covenant of good faith and fair dealing	Rezpeg and comparator drugs.		
											Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
											exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut
								Relevant to collaboration			Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
							Kotzin, Zalevsky, Ruddock,	development decisions to defend against Nektar's breach of contract			No unfair prejudice and balance favors
Trial Exh 0768	4/19/2022	Nektar00000090427			Email from J. Ruddock to P. Klekotka re Interim analysis results		Nirula, Klekotka, Pfeifer, Huckstep	claims; Cross examination of the named Nektar witness(es)		Hearsay (802); 403; Relevance (401/402); MIL.	admissibility (see Rules 401, 403). MII is opposed.
		LLY02138003	LLY02138008	Email from Carsten Schmitz to Eric Saunders to: RE-LIPDATE	·	Schmitz; Klekotka		Proof of Lilly's liability for breach of contract and breach of the	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
				ACTION NEEDED: Executive Summaries from contracted				implied covenant of good faith and	hearsay exception under Rules 803/807.	'	
Trial Exh 0772	4/20/2022			meetings at AAD 2022				fair dealing Rebut and defend against Nektar's	+		
								claim that Lilly failed to use commercially reasonable efforts to			
								develop Rezpeg; cross			Not hearsay (Rule 801) and/or hearsay
Trial Exh 0773	4/20/2022	Nektar00000721929	Nektar00000721933		Email from Taylor re Catch up Rodger-Jennifer - Lilly FAQ Draft		Ruddock	examination of the named Nektar witness(es).		Hearsay (802)	exception applies (see Rules 803, 804, 807)
								Rebut and defend against Nektar's		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
								claim that Lilly failed to use commercially reasonable efforts to			
					Email from Ruddock re Q&A, call prepared remarks and call			develop Rezpeg; cross examination of the named Nektar			Exhibit has been supplemented for
Trial Exh 0774	4/21/2022	Nektar00000935231	Nektar00000935236		information		Ruddock	witness(es).		Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar's claim that Lilly failed to use			
						Ì	1	commercially reasonable efforts to			
						Ì	1	develop Rezpeg; Relevant to jury understanding of Nektar's			The exhibit is relevant to Lilly defenses to rebut Nektar claims, and to cross
						1	1	business, a key issue relevant to parties' claims and defenses;			examine Nektar witness (see Rules 401, 402). No unfair prejudice and balance
						Ì		Cross-examination of named			favors admissibility (see Rules 401.
Trial Exh 0775	4/22/2022	Nektar00000867237	Nektar00000867251		Email with JZ Edits to Investor Call Script	1	Zalevsky, Ruddock	Nektar witnesses. Rebut and defend against Nektar's		Relevance (401/402); 403; MII	. 403). MIL is opposed. The exhibit is relevant to rebut Nektar
						Ì	1	claim that Lilly failed to use			claims and to cross examine Nektar
						Ì	1	commercially reasonable efforts to develop Rezpeg; cross			witness (see Rules 401, 402). No unfair prejudice and balance favors
Trial Exh 0776	4/23/2022	Nektar00000730473	Nektar00000730508		Email from Ruddock re Materials for 4.25 Call for JPM Review	1	Ruddock	examination of the named Nektar witness(es).		Relevance (401/402); 403; MII	admissibility (see Rules 401, 403). MIL is opposed.
11m 23m 0770	42.02.2	144441000000730475	Technicology 50500		Email From Reduces to Militarian for 4.25 Can by 31 M Refield		Number	Rebut and defend against Nektar's		Keit mate (401/402), 403, ma	
								claim that Lilly failed to use commercially reasonable efforts to			No unfair prejudice and balance favors admissibility (see Rules 401, 403). The
								develop Rezpeg; Cross examination of the named Nektar			exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401,
Trial Exh 0777	4/25/2022	N/A			Transcript of Nektar Therapeutics Special Call		Ruddock, Robin, Zalevsky	examination of the named Nektar witness(es).		403; Relevance (401/402); MII	402). MIL is opposed.
								Relevant to collaboration			
								development decisions to defend			
					Email from J. Ruddock to R. Taylor re Q&A, call prepared remarks			against Nektar's breach of contract claims; Cross examination of the			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0778	4/25/2022	Nektar00000730462	Nektar00000730467		and call information - Lilly edits		Ruddock, Ramseyer	named Nektar witness(es) Rebut and defend against Nektar's		Hearsay (802)	807).
								claim that Lilly failed to use			
								commercially reasonable efforts to develop Rezpeg; Relevant to jury			The exhibit is relevant to Lilly defenses,
								understanding of Nektar's			to rebut Nektar claims, and to cross
					SF Business Times Article: "Nektar to cut 500 jobs, sublease some BayArea space after clinical trial failures."			business, a key issue relevant to parties' claims and defenses;			examine Nektar witness (see Rules 401, 402). No unfair prejudice and balance
Trial Exh 0779	4/25/2022	N/A	N/A		https://www.bizjournals.com/sanfrancisco/news/2022/04/25/cancer job-cuts-nektar-nktr-bmy-bempeg-lly-lupus.html	1	Robin,Zalevsky, Kotzin, Ruddock	Cross-examination of named Nektar witnesses.		Relevance (401/402); 403; MII	favors admissibility (see Rules 401, 403) MIL is opposed
					Jan and any angles of the			Rebut and defend against Nektar's		(100,100,100,100,100,100,100,100,100,100	Exhibit has been supplemented for
								claim that Lilly failed to use commercially reasonable efforts to			completion or Exhibit is complete. The exhibit is relevant to Lilly defenses, to
								develop Rezpeg; cross examination of the named Nektar		Incomplete (106): Relevance	rebut Nektar claims, to witness credibility, and to CRE (see Rules 401,
Trial Exh 0781	4/26/2022	Nektar00001391973	Nektar00001392096		Email from J. Barnard re Q1-22 10-Q Disclosure Committee		Zalevsky	witness(es).		(401/402); MIL	402). MIL is opposed.
								Rebut and defend against Nektar's claim that Lilly failed to use			
								commercially reasonable efforts to			The exhibit is relevant to rebut Nektar
								develop Rezpeg; cross examination of the named Nektar			claims and to cross examine Nektar witness (see Rules 401, 402). MIL is
Trial Exh 0782	4/26/2022	Nektar00001393090	Nektar00001393091		Email from J. Zalevsky re Q1-22 10-Q Disclosure Committee	1	Zalevsky	witness(es). Rebut and defend against Nektar's		Relevance (401/402); MIL	opposed.
						Ì	1	claim that Lilly failed to use			
						1	1	commercially reasonable efforts to develop Rezpeg; Relevant to jury			The exhibit is relevant to Lilly defenses,
						Ì	1	understanding of Nektar's business, a key issue relevant to			to rebut Nektar claims, and to cross examine Nektar witness (see Rules 401,
						1	1	parties' claims and defenses;			402) No unfair preindice and balance
Trial Exh 0784	4/27/2022	Nektar00000636156	Nektar00000636176		Email from Zalevsky attaching 4/25/2022 Investor Call Script and Slides	Ì	Zalevsky, Ruddock, Robin	Cross-examination of named Nektar witnesses.		Relevance (401/402); 403; MII	favors admissibility (see Rules 401, 403). MIL is opposed.
		LLY02137443	LLY02137446	- 16 W - F W - 1 B		Schmitz	,,	Proof of Lilly's liability for breach No foundation / personal know	ledge. Foundation and knowledge will be established at trial.	, , , , , , , , , , , , , , , , , , , ,	
				Email from Marelin Melendez-Rios to Petra Kraus, Carsten Schmitz, Stephen Boesing re: RE: !!!! KFAE IMPORTANT		Ì	1	of contract and breach of the implied covenant of good faith and	estanusned at trial.		
Trial Exh 0786	4/28/2022			UPDATE !!!!! PLEASE READ !!!!!		-	-	fair dealing		+	
						Ì	1	Relevant to collaboration			
						Ì	1	development decisions to defend against Nektar's breach of contract			The exhibit is relevant to rebut Nektar
Trial Exh 0788	4/30/2022	Nektar00000147233	Naktor00000147224		Email from Kotzin re IL-2 Conjugate Medical Meeting	Ì	Kotzin, Ashrafzadeh	claims; cross examination of the named Nektar witness(es).		Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
ALIMA EAR U/00	40 300 2022				Land I was worth to 11-2 Conjugate Medical Meeting	Robbins	MARKET AND STREET	Proof of Lilly's liability for breach Hearsay (801); relevance (402);	foundation; Not hearsay under Rule 801; admissible	NCIC SHIEC (401/402)	musica (SCE Rules 401, 402).
						Ì	1	of contract and breach of the 403; MiL. implied covenant of good faith and	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;	·	
						Ì	1	fair dealing	admissible under Rules 702/703; relevan to credibility and Lilly's CRE obligation	1	
				U.S. Food and Drug Administration, "OLUMIANT (baricitinib)		Ì	1		and development of Rezpeg and comparator drugs; not subject to MIL;		
				Tablets, for Oral Use," May 2022, available at https://www.accessdata.fda.gov/drugsatfda_docs/label/2022/20792		1	1		comparator drugs; not subject to MIL; Nektar opposes MIL; foundation will be		
Trial Exh 0789	5/1/2022	TTAMORUS 55	11 1mm to 1	4s006lbl.pdf.		M			established at trial.		
		LLY00848156	LLY00848158			Klekotka; Schmitz; Rao	1	Proof of Lilly's liability for breach No foundation / personal know of contract and the implied	established at trial: admissible under Ru	es	
Trial Exh 0790	5/2/2022			Email from Carsten Schmitz to Anja Koester re: RE: CD200R NILEX (Project Podium)		Ì	1	covenant of good faith and fair	702/703.		
TIME EXT U/90		LLY02430669	LLY02430669	NILLEA (FIOJECT PORTURI)		Huckstep	1	Proof of Lilly's liability for breach Subject to MIL; no foundation			
						Ì	1	of contract and the implied knowledge. covenant of good faith and fair	knowledge will be established at trial.		
Trial Exh 0793	5/4/2022	l	Ì	Teams chat between Jeremy Huckstep and Wai Yeng Wong		1	1	dealing	1	1	1

Ex. No.	D. f.	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	LLY02428682	LLY02428682	Nektar Title/ Description	Lily Title/Description	Schmitz; Ramseyer		Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.		
								of contract and the implied covenant of good faith and fair				
rial Exh 0794	5/4/2022	LLY01197930	LLY01197994	Teams chat between Carsten Schmitz and Kathryn Ramseyer		Zalevsky; Kotzin; Nirula;		dealing	Maria de la Companya	Relevant to Lilly's CRE obligation and		
		LLY01197930	LLY0119/994			Ramseyer, Schmitz; Pfeifer;		of contract and the implied	Not relevant; cumulative or duplicative.	development of Rezpee: Rule 403		
						Klekotka; Manner, Murray; Mostaghimi; Robbins; Rao		covenant of good faith and fair dealing		cumulative or duplicative objection can be addressed at trial and balance favors		
rial Exh 0797	5/5/2022	2	LLY01196745	Development Safety Update Report (DSUR) for Rezpeg		Klekotka; Murray; Pfeifer;		Proof of Lilly's liability for breach		admissibility. Relevant to Lilly's CRE obligation and		
		LLY01196687	LLY01196745			Nirula; Ramseyer; Schmitz;		of contract and breach of the	Not relevant; cumulative or duplicative.	development of Rezpeg and comparator		
						Skovrosnky; Zalevsky; Kotzin		implied covenant of good faith and fair dealing		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Irial Exh 0798	5/5/2022	2		Development Safety Update Report 2022				ran deaning		balance favors admissibility.		
					Email from J. Ruddock to V. Wu re Pull articles can you pull			Cross examination of the named				The exhibit is relevant to rebut Nekt claims and to cross examine Nektar
Trial Exh 0799	5/5/2022	2 Nektar00000012430			these for me?		Ruddock	Nektar witness(es).			Relevance (401/402)	witness (see Rules 401, 402).
		LLY02428671	LLY02428671			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	Subject to Mil	Nektar opposes MIL.		
Trial Exh 0800	5/6/2022			Teams chat between Carsten Schmitz and Michael John Terrones				covenant of good faith and fair dealing				
nai exn 0800	5/6/202.	2		Jeans char between Carsten Schmitz and Michael John Terrones				Relevant to Lilly's efforts,				
								expertise, and resources to develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hear
			LLY02426930					drugs relevant under the License				exception applies (see Rules 803, 80
Trial Exh 0807	5/11/2022	2 LLY02426905 LLY02448371	LLY02426930 LLY02448371		Project Podium Immunology NILEX Strategy	Schmitz	Murray, Jonsson, Nirula	Agreement standard. Proof of Lilly's liability for breach	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible	Hearsay (802)	807).
								of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807:		
Trial Exh 0808	5/12/2022	2		Teams chat between Carsten Schmitz and Dipak Patel				dealing		Nektar opposes MIL.		
		LLY02428951	LLY02428951			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; no foundation / personal knowledge.	Nektar opposes MIL; foundation and knowledge will be established at trial.		
								covenant of good faith and fair	anomacago.	knowledge will be combined in this.		
frial Exh 0809	5/12/2022	LLY00930100	LLY00930102	Teams chat between Carsten Schmitz and Dipak Patel		Pfeifer; Rao		dealing Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be		
						,		of contract and breach of the implied covenant of good faith and		established at trial; admissible under Rule 702/703.	s	
				Email from Seth Grimes to Stuart Gregory, Lance Pfeifer re: RE:				fair dealing; proof of damages for		702/703.		
Irial Exh 0810	5/12/2022	LLY02428952	LLY02428952	Nektar IL-2 Milestones		Schmitz; Rao		Lilly's breaches Proof of Lilly's liability for breach	Subject to MIL; Not relevant.	Nektar opposes MIL; relevant to Lilly's		
		121102420932	11.102420732			Demand, Rab		of contract and the implied	Subject to Mai, 100 recount.	CRE obligation and development of		
Trial Exh 0815	5/13/2022	2		Teams chat between Carsten Schmitz and Dipak Patel				covenant of good faith and fair dealing		Rezpeg.		
		LLY02430083	LLY02430084			Murray		Proof of Lilly's liability for breach	No foundation / personal knowledge;	Foundation and knowledge will be		
				Teams chat between David Murray, Mitch Stayer, and Jamie				of contract and breach of the implied covenant of good faith and	subject to MIL.	established at trial; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0816	5/13/2022	11.Y00857332	LLY00857374	Maxwell		Robbins		fair dealing Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703:		
		11.100837332	11.100837374			Kooonis		of contract and breach of the	(vo toundation / personal knowledge.	foundation will be established at trial.		
Trial Exh 0823	5/15/2022	2		CD200R Agonist Antibody (AI, LY3454738) BOD Update				implied covenant of good faith and fair dealing				
THE LOCAL COLD	3/13/2023	-		Cozone Agona Antony (A, 11.3434730) DOD Opinio								
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				Not hearsay (Rule 801) and/or hears
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				exception applies (see Rules 803, 80
							Nirula, Schmitz, Klekotka,	resources to develop Rezpeg or other relevant drugs relevant under			Hearsay (802); Foundation/Personal	807). Foundation/personal knowleds will be established at trial (see Rule
Trial Exh 0824	5/17/2022	2 LLY02466662	LLY02466704		CD200R Agonist Antibody (AI, LY3454738) Board of Directors		Manner	the License Agreement standard. Proof of Lilly's liability for breach			Knowledge (104/602)	602).
		LLY02448523	LLY02448523			Huckstep		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
T. 1 F. 1 0020	5/18/2022			The state of the s				covenant of good faith and fair				
Trial Exh 0829	5/18/2022	LLY00857463	LLY00857464	Teams chat between Jeremy Huckstep and Melissa Ruscitti		Ramseyer, Klekotka; Pfeifer,		Proof of Lilly's liability for breach	Duplicative.	Rule 403 cumulative or duplicative		
				Email from Paul Klekotka to Rodger Taylor; Kathryn Ramseyer,		Rodger Taylor; Ashrafzadeh		of contract and breach of the implied covenant of good faith and		objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0830	5/18/2022	2		Lance Pfeifer, Ali Ashrafzadeh re: Re: IAC recommendations				fair dealing		busines involvialing section.		
								Relevant to collaboration				
								development decisions to defend				
								against Nektar's breach of contrac claims; Rebut and defend against				
								Nektar's claim that Lilly failed to use commercially reasonable				Not hearsay (Rule 801) and/or hears
Irial Exh 0831	5/18/2022	2 LLY02435982	LLY02435987		Texts with Dan re: interim lupus results		Nirula	efforts to develop Rezpeg.			Hearsay (802)	exception applies (see Rules 803, 80 807).
						1		Relevant to jury's understanding of Rezpeg's clinical development:				
	1	1						Rebut and defend against Nektar's				
		1			Email from J. Foster re KFAN: Consolidated comments on the		Ramseyer, Ashrafzadeh,	claim that Lilly failed to use commercially reasonable efforts to				Not hearsay (Rule 801) and/or hears exception applies (see Rules 803, 80
Irial Exh 0832	5/18/2022	2 LLY01298690	LLY01298770 LLY00857464		draft protocol	Dubbing	Pfeifer	develop Rezpeg. Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703;	Hearsay (802)	807).
		LLY00857463	LLY00857464	Email from Paul Klekotka to Rodger M Taylor ;Kathryn E		Kobbins		of contract and breach of the	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0836	5/18/2022	2		Ramseyer;Lance A. Pfeifer ;Ali Ashrafzadeh re: Re: IAC				implied covenant of good faith and fair dealing	1			
THE LAN OU.	3/10/2023	LLY02428633	LLY02428633	I COMMITTEE IN THE PARTY OF THE		Schmitz; Rao		Proof of Lilly's liability for breach	Hearsay; subject to MIL; not relevant.	Not hearsay under Rule 801; admissible		
								of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807:		
								dealing		Nektar opposes MIL; relevant to Lilly's		
Irial Exh 0837	5/19/2022	2	<u> </u>	Teams chat between Carsten Schmitz and Julie Maxwell			<u> </u>	<u> </u>	<u> </u>	CRE obligation and development of Rezpeg.		
		1				· · · · · · · · · · · · · · · · · · ·		Rebut and defend against Nektar's				
		1						claim that Lilly failed to use				
	1	1						commercially reasonable efforts to develop Rezpeg: Relevant to				
	1	1						Lilly's efforts, expertise, and				
	1	1						resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hears exception applies (see Rules 803, 80
Trial Exh 0838	5/19/2022	2 LLY00857070	LLY00857070		Email from P. Klekotka re CD200 clinical plan	n to the protect pro-	Schmitz, Klekotka	the License Agreement standard. Proof of Lilly's liability for breach	C.1	V.1	Hearsay (802)	807).
		LLY02448347	LLY02448347			Schmitz; Pfeifer; Rao		of contract and the implied	Subject to Mil.	Nektar opposes MIL.		
Trial Exh 0843	5/20/2022	2		Teams chat between Carsten Schmitz and Lance Pfeifer				covenant of good faith and fair dealing				
man exti 0843	5/20/202	4		reams casa octween Carsten Scrinitz and Lance Pfeifer								
	1	1						Relevant to collaboration				
	1	1						development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hear
Irial Exh 0844	5/20/202	2 LLY02472171	LLY02472171		Email from P. Klekotka to B. Kotzin re Meeting next week		Klekotka, Kotzin	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 80 807)

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description							
Trial Exh 0845	5/20/2022	LLY00856942 LLY01299613	LLY00856944 LLY01299616	Email from Nicole Hu to Carly J Flench: Wen Jing Liu re: RE: Respegible-lecksin Pt2 SE Interim Assessment 3 rendort and	Email from D. Manner to Table request for next week	Pfeifer; Evans	Schmitz, Manner	Rebut and defend against Nektur's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant fungs relevant under the License Agreement standard. Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804 807).
11m LAN 00.72	3/22/2022			- Was origin				Relevant to collaboration				Not heaven (Pule 801) and/or heaven
Trial Exh 0853	5/23/2022	LLY02472169	LLY02472170		Emails between K. Ramseyer, A. Nirula, and P. Klekotka re IAC results		Ramsever Nirula	development decisions to defend against Nektar's breach of contrac	t		Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0858		Nektar00000217683			Email from A. Ashrafzadeh re IL-2 Conjugate Medical Meeting		Kotzin, Ashrafzadeh, Schmitz, Pfeifer, Klekotka	Relevant to collaboration development decisions to defend against Nektar's breach of contrac claims; Cross examination of the named Nektar witness(es)	·		Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804 807).
							Kotzin, Ashrafzadeh, Schmitz,	Relevant to collaboration development decisions to defend against Nektar's breach of contrac claims; Cross examination of the	t			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0859	5/26/2022	Nektar00000276121 LLY02304545	Nektar00000276121 LLY02304546		Email from A. Ashrafzadeh re IL-2 Medical Meeting	Zou; Manner; Schmitz; Nirula;	Pfeifer, Klekotka	named Nektar witness(es) Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
T. 1 P. 1 00 - 7				Email from Cheryl Baker to Heng Zou, Carsten Schmitz, Paul Klekotka, and others re: [EXTERNAL] REVIEW TIMELINES:		Klekotka		of contract and the implied covenant of good faith and fair	knowledge.	development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0865	5/31/2022	LLY00101638	LLY00101638	EADV 2022 disclosure - KFAD safety/tolerability/PK		Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Rodger Taylor; Schmitz; Manner; Murray; Rao		dealing Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	No authentication; no foundation / personal knowledge.	Authentication established by Lilly producing document in response to Nektar's production requests; authentication, foundation, knowledge wil be established at trial; admissible under Rules 702/703.	1	
Trial Exh 0866 Trial Exh 0867		Nektar00000863648	Nektar00000863654	IL-2 Conjugate Product Development Plan	NKTR-358 Program Team Agenda & Minutes		Kotzin, Ruddock, Fanton, Cheri Ali	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(cs).		Rules 102/105.	Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
THE LAW GOO!	3/3//2022	LLY00855612	LLY00855620		THE STATE OF THE PROPERTY OF THE STATE OF TH	Schmitz	CHCH 744	Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.	acompact (100)	competion of Editor is compete.
Trial Exh 0873	6/1/2022			Email from Purvi Prajapati to Carsten Schmitz re: RE: KFAE interims upcoming BoD/JPT meetings				covenant of good faith and fair dealing				
Trial Exh 0874	6/1/2022			U.S. Food and Drug Administration, "Dupixent Label," available at https://www.accesudata.fda.gov/drugsaffda_docs/label/2022/7610S 5042IB.pdf.		Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; Mil.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation will be established at trial.		
Trial Exh 0875	6/1/2022	Nektar00000090755	Nektar00000090755		Email from C. Ali re June 1 meeting topics		Huckstep, Ruddock, Pfeifer	Relevant to collaboration development decisions to defend against Nektar's breach of contrac claims; cross examination of the named Nektar witness(es).	t		Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Email from F. Curtis to J. Ruddock re Lilly agreement and Lilly-			Relevant to License Agreement			D. I	The exhibit is relevant to Lilly defense and to rebut Nektar claims (see Rules 401, 402); Family contains non-
Trial Exh 0876	6/1/2022	Nektar00000720008 LLY02428859	Nektar00000720136 LLY02428859		Nektar Early Clinical Phase Supply Agreement and Liny-	Schmitz; Pfeifer; Robbins;	Ruddock	terms and/or compliance. Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Relevance (401/402); Privilege (Nektar00000720121)	privileged documents.
		12.102420039	11.102420039			Rao		of contract and the implied covenant of good faith and fair	Subject to Min.	Nektai opposes Mit.		
Trial Exh 0878 Trial Exh 0879	6/2/2022	LLY02429134	LLY02429134	Teams chat between Carsten Schmitz and Lance Pfeifer Teams chat between Carsten Schmitz and Nicole Campbell		Schmitz; Robbins; Rao		dealing Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Subject to MIL.	Nektar opposes MIL.		
Hiai Exil 0879	0/2/2022	LLY02428634	LLY02428634	reams that between Caisten Schnitz and Vitore Campben		Schmitz; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0880	6/3/2022	LLY02436302	LLY02436362	Teams chat between Carsten Schmitz and Julie Maxwell Email from Lucas Montarce to David Ricks re: 2022 Strategic Plan		Jonsson; Skovrosnky		dealing Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing: proof of damages for	Not relevant; no foundation / personal knowledge; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; not subject to MIL;		
Trial Exh 0883	6/6/2022	LLY00778010	LLY00778012	Corporate Financial Overview - pre-read		Schmitz; Ramseyer; Klekotka; Pfeifer; Ashrafzadeh; Rao		Lilly's breaches Proof of Lilly's liability for breach of contract and the implied	Hearsay.	Nektar opposes MIL. Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
Trial Exh 0885	6/7/2022	LLY02428684	LLY02428684	Emuil from Carsten Schmitz to Kathryn Ramseyer re: RE: Clinical Team meeting with Nektar June 8th		Schmitz; Ramseyer		covenant of good faith and fair dealing Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	hearsay exception under Rules 803/807. Nektar opposes MIL.		
Trial Exh 0886	6/8/2022			Teams chat between Carsten Schmitz and Kathryn Ramseyer				covenant of good faith and fair dealing				
		LLY02448319	LLY02448319			Schmitz; Ramseyer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Hearsay; subject to MIL.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay		
Trial Exh 0887	6/8/2022	LLY02428954	LLY02428954	Teams chat between Carsten Schmitz and Kathryn Ramseyer		Schmitz; Robbins; Rao		dealing Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Subject to MIL.	exception under Rules 803/807. Nektar opposes MIL.		
Trial Exh 0888	6/8/2022			Teams chat between Carsten Schmitz and Dipak Patel				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar	*			The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 0889	6/8/2022	Nektar00000774916 LLY02430522	Nektar00000774940 LLY02430522		Email re NKTR-35b eligibility criteria	Huckstep	Robin, Sasaki	examination of the named Nektar witness(es). Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Subject to MIL.	Nektar opposes MIL.	Relevance (401/402)	witness (see Rules 401, 402).
Trial Exh 0895	6/9/2022			Teams chat between Jeremy Huckstep and Kelly Eads				covenant of good faith and fair dealing				

Fx. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	_		Nektar Title/ Description	Lily Title/Description			Proof of Lilly's liability for breach		Nektar opposes MIL.		,
		LLY02428685	LLY02428685			Ramseyer, Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Subject to Mil	Nektar opposes MIL.		
Trial Exh 0896	6/9/2022	LLY02430504	LL Y02430504	Teams chat between Carsten Schmitz and Kathryn Ramseyer		Hucksten: Ashrafzadeh		dealing Proof of Lilly's liability for breach	Cubinat to MII	Nektar opposes MIL.		
		12.102430304	11.102430304			riuckstep, Asinaizauen		of contract and the implied	Subject to Mil.	ivental opposes with.		
Trial Exh 0897	6/9/2022			Teams chat between Jeremy Huckstep and Ali Ashrafzadeh				covenant of good faith and fair dealing				
								Rebut and defend against Nektar' claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
								commercially reasonable efforts to				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0898	6/9/2022	LLY00854256	LLY00854265		Email from C. Schmitz re Todays Slides: IL-2 AtD Interim Slide	es	Manner	develop Rezpeg. Rebut and defend against Nektar'			Hearsay (802)	807).
								claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0899	6/9/2022	LLY00931831	LLY00931840		Email from A. Ashrafzadeh re KFAE Interim Slides		Ashrafzadeh, Kotzin, and Schmitz	commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant unde	r			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0902	6/10/2022	LLY00854961 LLY02429028	LLY00854966 LLY02429028		Email from D. Skovronsky re Future AtD studies	Schmitz: Robbins: Rao	Skovronsky, Nirula, Klekotka	the License Agreement standard. Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	807).
		11.102429028	11.102429028			Schmiz, Robbins; Rao		of contract and the implied	i Subject to Mil	Nektar opposes MIL.		
Trial Exh 0904	6/13/2022			Teams chat between Carsten Schmitz and Ziqiao Wang				covenant of good faith and fair dealing				
Itiai Exil 0904	0/13/2022			Teams that between Carsten Schmitz and Ziquo wang								
								Relevant to collaboration development decisions to defend				
								against Nektar's breach of contrac	t			
								claims; Rebut and defend against Nektar's claim that Lilly failed to				Not hearsay (Rule 801) and/or hearsay
		LLY00775245	LLY00775248				Nirula. Klekotka	use commercially reasonable				exception applies (see Rules 803, 804,
Trial Exh 0905	6/13/2022	LLY02428955	LLY007/5248 LLY02428955		Email from P. Klekotka re AD slides	Schmitz; Mostaghimi; Rao	Nirula, Klekotka	efforts to develop Rezpeg. Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	807).
								of contract and the implied covenant of good faith and fair	-			
Trial Exh 0907	6/14/2022			Teams chat between Carsten Schmitz and Dipak Patel				dealing				
		LLY02428861	LLY02428861			Schmitz; Pfeifer		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
								covenant of good faith and fair				
Trial Exh 0908	6/14/2022			Teams chat between Carsten Schmitz and Lance Pfeifer				dealing				The exhibit is relevant to cross examine
												Nektar witness (see Rules 401, 402).
								Cross examination of the named				No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 0909	6/14/2022	Nektar00000729380 LLY02428956	Nektar00000729388 LLY02428956		Email from J. Ruddock re WSJ Reporter	Schmitz: Rao	Robin, Ruddock	Nektar witness(es). Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Relevance (401/402); 403; MIL	MIL is opposed.
		LL102428936	11.102428936			Schmiz, Rao		of contract and the implied	i Subject to Mil	Nektar opposes MIL.		
Trial Exh 0911	6/15/2022			Teams chat between Carsten Schmitz and Dipak Patel				covenant of good faith and fair dealing				
Hair Extroy 11	0/13/2022	Nektar00000774866	Nektar00000774868	Teams Char Detween Canstell Schillez and Dipak Pater		Sasaki; Robbins		Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Admissible for non-hearsay purpose		
								of contract and the implied covenant of good faith and fair	knowledge.	and/or subject to hearsay exception under Rules 803/807; foundation and knowledge		
				Email from Eric E Wang to Multiple Recipients re: [EXTERNAL]				dealing; proof of damages caused by Lilly's breaches		will be established at trial; admissible under Rules 702/703.		
Trial Exh 0916	6/15/2022	LLY02428896	LLY02428896	RE: Project Newbirth EPI discussion		Schmitz; Mostaghimi;		Proof of Lilly's liability for breach	Subject to MIL.	under Rules /02//03. Nektar opposes MIL.		
						Robbins; Rao		of contract and the implied				
Trial Exh 0917	6/16/2022			Teams chat between Carsten Schmitz and Gourab Data				covenant of good faith and fair dealing				
		LLY02437871	LLY02437873			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	Hearsay; subject to MIL.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay		
								covenant of good faith and fair		purpose and/or subject to hearsay		
Trial Exh 0918	6/16/2022	LLY02474857	LLY02474866	Teams chat between Carsten Schmitz and Dipak Patel		Jonsson; Ramseyer		dealing Proof of Lilly's liability for breach	Subject to MII	exception under Rules 803/807. Nektar opposes MIL.		
								of contract and the implied				
Trial Exh 0919	6/16/2022			Text messages between Patrik Johnson and Kathryn Ramseyer				covenant of good faith and fair dealing				
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to develop Rezpeg; Relevant to				
1			1					Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant unde	r			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0920	6/16/2022	LLY02430148	LLY02430149		Teams messages with Nirula and Pfeifer		Nirula	the License Agreement standard.			Hearsay (802)	807).
1			1					Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to develop Rezpeg; cross				
							Ruddock, Robin, Zalevsky,	examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0921	6/16/2022	Nektar00000863568 LLY02448495	Nektar00000863571 LLY02448495		Email from J. Ruddock re Lilly Letter_Final to Letterhead	Huckstep	Kotzin	witness(es). Proof of Lilly's liability for breach	Subject to MII.	Nektar opposes MIL.	Incomplete (106)	completion or Exhibit is complete.
		····· + 02-4+0473				- meanty		of contract and the implied		opposite mate		
Trial Exh 0924	6/17/2022		1	Teams chat between Jeremy Huckstep and Kimberly Koch				covenant of good faith and fair dealing				
		LLY02428957	LLY02428957	1000		Schmitz; Rao		Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.		
			1					of contract and breach of the implied covenant of good faith an	d			
Trial Exh 0925	6/17/2022		1	Teams chat between Carsten Schmitz and Dipak Patel				fair dealing				
								Relevant to collaboration				
			1					development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
			1					claims; Cross examination of the	4			exception applies (see Rules 803, 804,
Trial Exh 0926	6/17/2022	LLY02428959	LLY02428959		Teams Messages Between C. Schmitz and D. Patel		Schmitz	named Nektar witness(es)			Hearsay (802)	807).
			1					Relevant to collaboration				
			1					development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
					Teams Messages Between C. Schmitz, D. Wood, D. Murray, J.		Schmitz, Murray, Huckstep,	claims; Cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 0927	6/17/2022	LLY02429714	LLY02429716		Huckstep, K. Ramseyer, L. Pfeifer, and P. Klekotka		Ramseyer, Pfeifer, Klekotka	named Nektar witness(es) Rebut and defend against Nektar'			Hearsay (802)	807).
			1					claim that Lilly failed to use				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0934	6/18/2022	LLY02141988	LLY02141990		Email from M. Vang to D. Skovronsky re IL-2 Conjugate allians meeting between Jonathan Zalevsky and Dan	ne -	Skovronsky	commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
				+								

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description		Lilly Sponsoring Witness		Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0935	6/20/2022	LLY02430505	LLY02430505	·		Huckstep; Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0935	6/20/2022	LLY02430630	LLY02430630	Teams chat between Jeremy Huckstep and Ali Ashrafzadeh		Huckstep; Ramseyer		dealing Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0936	6/20/2022			Teams chat between Jeremy Huckstep and Kathryn Ramseyer				covenant of good faith and fair dealing				
		Nektar00000007896	Nektar00000007899			Yi Liu; Yu; Kotzin; Zalevsky; Cheri Ali		of contract and the implied	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under		
Trial Exh 0937	6/20/2022			Email from Danni Yu to Brian Kotzin re: RE: The drafted response to Lilly KFAE slides about IA plan				covenant of good faith and fair dealing		Rules 803/807; foundation and knowledge will be established at trial.		
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to	•			
					Email from C. Ali re NKTR-358 Project Team meeting - 14JUN2	22		develop Rezpeg; Cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 0938	6/20/2022	Nektar00000863513 LLY02437896	Nektar00000863519 LLY02437896		minutes	Schmitz; Rao	Cheri Ali	witness(es). Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Incomplete (106)	completion or Exhibit is complete.
								of contract and the implied covenant of good faith and fair				
Trial Exh 0940	6/21/2022			Teams chat between Carsten Schmitz and Kimberly Jackson				dealing Rebut and defend against Nektar's	\$			
								claim that Lilly failed to use commercially reasonable efforts to				The exhibit is relevant to rebut Nektar
Trial Exh 0941	6/22/2022	Nektar00000799808	Nektar00000299810		Cherie adding Zalevsky to NKTR-358 Program_Int Team chat		Zalmeke	develop Rezpeg; cross examination of the named Nektar witness(es)			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Inai Exti 0941	6/22/2022	Nektar00000299808	Nektar00000259810		group		Zaievsky	Rebut and defend against Nektar's			Relevance (401/402)	witness (see Rules 401, 402).
								claim that Lilly failed to use commercially reasonable efforts to				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				807). The exhibit is relevant to cross examine Nektar witness (see Rules 40)
								resources to develop Rezpeg or other relevant drugs relevant unde	r		Hearsay (802); Relevance	 No unfair prejudice and balance favors admissibility (see Rules 401,
Trial Exh 0943	6/30/2022	LLY00856568 LLY02430150	LLY00856568 LLY02430150		Email from D. Patel re Nektar JZ - is this real?	Pfeifer; Nirula	Schmitz	the License Agreement standard. Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	(401/402); 403; MIL.	403). MIL is opposed.
								of contract and breach of the implied covenant of good faith and	1			
Trial Exh 0948	7/11/2022			Teams chat between Lance Pfeifer and Ajay Nirula				fair dealing Rebut and defend against Nektar's	s -			
								claim that Lilly failed to use commercially reasonable efforts to				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0949	7/11/2022	LLY02428271	LLY02428271		Teams Messages between L. Pfeifer and A. Ashrafzadeh		Pfeifer, Ashrafzadeh	develop Rezpeg. Rebut and defend against Nektar's			Hearsay (802)	807).
Trial Exh 0950	7/11/2022	Nektar00000217715	Nektar00000217715		Appointment invitation from Ashrafzadeh re II2 Medical Meetis		Ashrafzadeh, Kotzin, Pfeifer	claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Hair Extr 0930	//11/2022	(Vektal100000217713	ivektatioooxi217713		Appointment invitation from Astraizagen fe it 22 Medicar Meetin	ng.	Asin'aizauen, Rotzin, Frener	Rebut and defend against Nektar's			Picaisay (802)	807).
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or other relevant drugs relevant unde				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0951	7/11/2022	LLY01336087	LLY01336095		Email from K. Ramseyer re Letter sent to Nektar		Schmitz	the License Agreement standard. Rebut and defend against Nektar':	•		Hearsay (802)	807).
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0952	7/12/2022	Nektar00000327826	Nektar00000327828		Email from Zalevsky re Draft Response to Aimmune		Zalevsky, Kotzin	witness(es). Rebut and defend against Nektar's			Hearsay (802)	807).
								claim that Lilly failed to use commercially reasonable efforts to				
			Nektar00001331574				Kotzin, Ruddock, Cheri Ali,	develop Rezpeg; cross examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 0953	7/12/2022	Nektar00001331572	Nektar000013315/4		NKTR-358 Project Team Agenda & Minutes [DRAFT]		Fanton	witness(es).			Knowledge (104/602)	established at trial (see Rule 602).
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
					Email from S. Boesing re IL-2 Conjugate: Ph2 Atopic Derm		Pfeifer, Schmitz, Murray,	resources to develop Rezpeg or other relevant drugs relevant unde				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0954	7/13/2022	LLY01345327	LLY01345327		Planning		Manner, Ramseyer	the License Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0955	7/13/2022	LLY01345425	LLY01345432		Email from J. Maxwell to D. Murray re Agenda: IL-2 Conjugate Lead Team		Murray	other relevant drugs relevant under the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY02474938	LLY02474938			Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;		of contract and the implied	Not relevant; duplicative or cumulative; no foundation / personal knowledge;	development of comparator drugs; Rule		
						Manner; Murray; Ramseyer; Pfeifer; Robbins		covenant of good faith and fair dealing	incomplete document.	403 cumulative or duplicative objection can be addressed at trial and balance		
										favors admissibility; foundation and knowledge will be established at trial;		
Trial Exh 0956	7/14/2022			Ucenprubart/CD200r - Phase 1 Atopic Dermatitis - CSR Patient No	matives			Rebut and defend against Nektar's		document admissible under Rules 702/703.		
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to	1			
					Email from J. Zalevsky re Follow-up from NKTR-358 Team			develop Rezpeg; cross examination of the named Nektar				
Trial Exh 0957	7/14/2022	Nektar00000160713	Nektar00000160713		Email from 3. Zalevsky re Pollow-up from NK1R-358 1eam meeting today		Zalevsky, Kotzin	examination of the named Nektar witness(es).			Duplicate	Exhibit is not duplicative.
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 0958	7/14/2022	LLY00936564	LLY00936564		Email from C. Burcham re IL-2 Conjugate: Ph2 Atopic Derm Planning	1	Schmitz, Pfeifer, Manner, Murray	other relevant drugs relevant under the License Agreement standard.	T .		Hearsay (802)	exception applies (see Rules 803, 804, 807).

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0960	7/16/2022	Nektar00000774542	Nektar00000774543	Nektar Title/ Description Email from Adi Jayanthito Lorin Sataki : NEWBIRTH WG :Ethan Taylor rec [EXTERNAL] RE: Updated NKTR: 358 Revenue Builds	Lily Title/Description	Sasaki; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation, Netaris expectations, damages; admissible under Rules 702/703; foundation and knowledge will be established at rital.		
Trial Exh 0961	7/19/2022	Nektar00000147579	Nektar00000147579		Meeting invite re IL-2 Medical Meeting		Kotzin, Ashrafzadeh, Murray	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0962	7/19/2022	LLY02428864	LLY02428864		Teams chats between C. Schmitz and L. Pfeifer		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0963	7/20/2022	LLY02142868	II.Y02142972	Email from Amanda Apodaca to Patrik Jonsson; Laurie Lynn Kowalevsy; Lotus Mallbris; Ajay Nirula re: Prep Materials for Immunology Strategy Update Meeting on 7/22		Jonsson; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MII.		
Trial Exh 0965		LLY00855879	LLY00855881	manutonegy strangy update mexturg on 1/22	Email from R. Taylor Re IL-2 4th Indication Slides for JPT/JSC		Ramseyer, Klekotka, Pfeifer, Murrav	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0966	7/21/2022	Nektar00000774514	Nektar00000774541	Email from Ethan Taylor to Jill Thomsen; Lorin Sasaki re: IEXTERNALI Project Newbirth Utdated Model	Committee of the state of the s	Sasaki; Robbins	Mariy	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation, Nektar's expectations, damages; admissible under Rules 702/703; foundation and knowledge will be established at trial.	is him any (Orla)	0007
Trial Exh 0966	7/25/2022	LLY00913484	LLY00913511	[EX IERNAL] Project Newbirth Updated Model Email from Heng Zou to Linda Donnimi re: Re: Reminder for Henry: REVIEW REQUEST by 18 Jul: EADV2022 KFAD safety/tolerability/PK		Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; not relevant.	estationstieu at triat. Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0968	7/26/2022	Nektar00000091063	Nektar00000091065	Email from Jennifer Ruddock to Rodger Taylor re: Re: [EXTERNAL] AM/PM Discussion topic - KFAE (AtD) Ph2b Study Communications		Ruddock; Rodger Taylor; Huckstep; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0969	7/26/2022	Nektar00000300112	Nektar00000300119		Questions for Nektar (attached in email from J. Zalevsky)		Zalevsky, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); The exhibit is relevant to Lilly's defenses and rebutting Nektar's claims (see Rules 401, 402).
Trial Exh 0971	7/26/2022	LLY01298368	LLY01298372	Email from Charles Clayton Persinger to Rodger M Taylor; Kathryn Ramseyer; Lance Pfeifer; David Murray re: RE: IL-2 Peg AtD Ph2 Study Decision Tree		Rodger Taylor; Pfeifer; Murray; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar				
Trial Exh 0972	7/27/2022	Nektar00000862966	Nektar00000862969		NKTR-358 Program Team Agenda & Minutes		Kotzin, Fanton, Cheri Ali Ruddock, Huckstep, Pfeifer,	witness(es). Relevant to collaboration development decisions to defend against Nektar's breach of contract claims: cross examination of the			Duplicate	Exhibit is not duplicative. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 0976	7/28/2022	Nektar00000090678	Nektar00000090679		Email from C. Ali re KFAE External Communication edits		Kuduks, ruckstep, rienei, Kotzin	named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and			Hearsay (802)	807).
Trial Exh 0977	7/28/2022	LLY02448557	LLY02448558		Group teams chat		Schmitz	resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Not hearsay (Rule 801) and/or hearsay
Trial Exh 0979	8/1/2022	LLY02428866	LLY02428866		Teams Messages between C. Schmitz and L. Pfeifer		Schmitz, Pfeifer	commercially reasonable efforts to develop Rezpeg. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802)	exception applies (see Rules 803, 804, 807).
Trial Exh 0980	8/2/2022	Nektar00000147580 LLY00777462	Nektar00000147580 LLY00777467		Email from Ashrafzadeh re IL-2 Medical Meeting	Ramseyer; Rodger Taylor	Ashradzadeh, Kotzin, Pfeifer, Schmitz, Manner, Murray	develop Rezpeg; cross examination of the named Nektar witness(es). Proof of Lilly's liability for breach	No foundation / personal knowledge.	Foundation and knowledge will be	Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0981	8/3/2022			Email from Kathryn Ramseyer to Rodger Taylor re: Fwd: Buyups/Tiering Decisions Communications				of contract and breach of the implied covenant of good faith and fair dealing		established at trial.		

Ex. No.		Bezin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description	Skovrosnky, Jonsson; Other	,		Not relevant (401); no foundation; unfair	Relevant background, character, and		(#)
						Skovrosnky; Jonsson; Other Lilly Witness		of contract and breach of the	prejudice outweighs probative value (403);	rebuttal/impeachment evidence;		
								implied covenant of good faith and fair dealing	and inadmissible under 404. This is a court document regarding a civil False Claims Act	foundation will be established at trial-		
								rair deaning	judgment and appeal in unrelated litigation,	inadmissible under Rules 404 and/or 609.		
								Ì	which has no "tendency" to make any	See Rubalcava v. City of San Jose , 2024		İ
										WL 2031641, at *5 (N.D. Cal. May 6, 2024) (denying motion in limine to		
									confusing the issues, wasting time, and	exclude prior bad acts evidence, and		
									misleading the jury" that substantially outweighs any probative value, and it is	allowing objections to be made to such evidence at trial depending on use).		
									impermissible character evidence that does			
									not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or			
									absence of mistake or accident," Bulletin			
									Displays, LLC v. Regency Outdoor Advert., Inc., 2011 WL 7710202, at *1 (C.D. Cal.			
									Nov. 10, 2011); Seals v. Mitchell , 2011 WL			
				Case No 1:14-cv-09412: USDC Northern District of Illinois:					1399245, at *5 (N.D. Cal. Apr. 13, 2011).			
Trial Exh 0982	8/3/2022			Case No 1:14-cv-09412; USDC Northern District of Illinois; Streck v Lilly - Jury Verdict								
								Relevant to jury understanding of clinical development and				No unfair prejudice and balance favors
								competitive landscape, key issues				admissibility (see Rules 401, 403). The
					Max Bayer, Clean up on IL-2: Moderna mops up autoimmune asset			relevant to parties' claims and defenses; cross-examination of				exhibit is relevant to Lilly's defenses, to rebut Nektar claims and to CRE (see
Trial Exh 0983	8/3/2022	N/A			after peeking at early data, Fierce Biotech		Robbins	Nektar expert witness			403; Relevance (401/402); MIL	Rules 401, 402). MIL is opposed.
		LLY02428968	LLY02428968			Schmitz; Rao		Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.		
								of contract and the implied covenant of good faith and fair				
Trial Exh 0985	8/4/2022	LLY02474937	LLY02474937	Teams chat between Carsten Schmitz and Dipak Patel		Nirula; Skovrosnky; Jonsson;	1	dealing	No foundation / personal knowledge.	Foundation and knowledge will be		
		1024/493/	14.1024/495/			Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;		of contract and the implied	No touncation / personal knowledge.	established at trial; admissible under Rule	s	
T-i-1 E-1- 0096	8/4/2022			Harrandon/CD200s Bloom L Atonio Demotitio CCD		Manner, Murray, Ramseyer, Pfeifer; Robbins		covenant of good faith and fair dealing		702/703.		
Trial Exh 0986	8/4/2022			Ucenprubart/CD200r - Phase 1 Atopic Dermatitis - CSR		A SCAPER, KOUDURS	 	Relevant to Lilly's efforts,				
								expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				
								Agreement standard:				Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802);	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
Trial Eat 0007	9/4/2022	I I V02467470	11 202467522		CD200B Associat Astilharly Board CD		Venner Vistorio C. t.	commercially reasonable efforts to			Foundation/Personal	will be established at trial (see Rule
Trial Exh 0987	8/4/2022	LLY02467478	LLY02467523	1	CD200R Agonist Antibody Board of Directors Mtg. Deck		Krueger, Klekotka, Schmitz	develop Rezpeg. Rebut and defend against Nektar's			Knowledge (104/602)	002).
								claim that Lilly failed to use				No unfair prejudice and balance favors
								commercially reasonable efforts to develop Rezpeg; cross				admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar
T : 1 F 1 0000	8/4/2022	****					n.: n	examination of the named Nektar			403 D 1 (401/467 7	claims and to CRE (see Rules 401,
Trial Exh 0988	8/4/2022	N/A			Nektar Therapeutics FQ2 2022 Earnings Call Transcripts	<u> </u>	Robin, Ruddock, Zalevsky	witness(es).			403; Relevance (401/402); MIL	402). Mil. is opposed.
								Relevant to collaboration				L
								development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
L		L	L		L.,		L	claims; cross examination of the				807); Exhibit has been supplemented
Trial Exh 0991	8/5/2022	Nektar00000151646	Nektar00000151651		Lilly JPT Meeting Notes	 	Zatevsky	named Nektar witness(es). Rebut and defend against Nektar's			Hearsay (802); Incomplete (106)	for completion or Exhibit is complete.
					L.,			claim that Lilly failed to use				L
					Nektar Announces Promising New and Corrected Rezpegaldesleukin Efficacy Data Which Were Previously Reported			commercially reasonable efforts to develop Rezpeg; cross			Incomplete (106);	Exhibit has been supplemented for completion or Exhibit is complete;
	0 =	Nektar00000013537	N. I		in 2022 and Incorrectly Calculated by Former Collaborator Eli	1	n	examination of the named Nektar			Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 1001	8/7/2022	Nektar00000013537 LLY00693582	Nektar00000013542 LLY00693584	1	Lilly & Company	Robbins	Konn	witness(es). Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703;	Knowledge (104/602)	established at trial (see Rule 602).
								of contract and breach of the implied covenant of good faith and		foundation will be established at trial.		
Trial Exh 1003	8/8/2022			CD200R Agonist (AI) August 4, 2022 BOD Meeting Minutes		L	L	implied covenant of good faith and fair dealing			<u> </u>	<u> </u>
							·	Relevant to collaboration				
								development decisions to defend				
						1	Klekotka, Ashrafzadeh, Kotzin, Pfeifer, Schmitz,	against Nektar's breach of contract claims; Cross examination of the				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1010	8/16/2022	Nektar00000026875	Nektar00000026875	1	Email from L. Pfeifer re Rezpeg Medical Team meeting agenda	L	Rotzin, Pfeifer, Schmitz, Ramseyer	named Nektar witness(es)			Hearsay (802)	807).
							·	Relevant to collaboration				
								development decisions to defend				
								against Nektar's breach of contract claims; cross examination of the				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1011	8/19/2022	Nektar00000099597 LLY02428914	Nektar00000099598 LLY02428914		Email from Ruddock re August 16th medical meeting: action items		Ruddock, Kotzin, Zalevsky	named Nektar witness(es).			Hearsay (802)	807).
		LLY02428914	LLY02428914			Schmitz; Mostaghimi; Robbins; Rao]	Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; no foundation / personal knowledge.	Nektar opposes MIL; foundation and knowledge will be established at trial;		
								covenant of good faith and fair		admissible under Rules 702/703.		
Trial Exh 1013	8/22/2022			Teams chat between Carsten Schmitz and Jonathan Denne		-	-	dealing				
						1	1	Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
						1	1	develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
					Email from L. Pfeifer re Immunology TA Review Wednesday Aug			other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1014	8/22/2022	LLY01318092	LLY01318116		24th	-	Pfeifer, Skovronsky, Nirula	the License Agreement standard.			Hearsay (802)	807).
						1	1	Relevant to collaboration				
								development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
						1	Ashrafzadeh, Pfeifer, Kotzin,	claims; cross examination of the	1			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1018	8/24/2022	Nektar00000147037	Nektar00000147037		Email from Ashrafzadeh re Todays Rezpeg Medical Meeting	-	Schmitz	named Nektar witness(es).			Hearsay (802)	807).
								Relevant to collaboration				Not hearsay (Rule 801) and/or hearsay
							Klekotka, Ashrafzadeh.	development decisions to defend against Nektar's breach of contract			Hearsay (802): Lack of	exception applies (see Rules 803, 804, 807); Foundation/personal knowledge
							Kotzin, Pfeifer, Schmitz,	claims; Cross examination of the			Foundation/Personal	will be established at trial (see Rule
Trial Exh 1019	8/24/2022	Nektar00000244599	Nektar00000244599		Email from A. Ashrafzadeh re IL-2 Medical Meeting	-	Ramseyer, Murray, Manner	named Nektar witness(es)			Knowledge (104/602)	602).
						1	1	Relevant to collaboration				Not hearsay (Rule 801) and/or hearsay
							Klekotka, Ashrafzadeh.	development decisions to defend against Nektar's breach of contract			Hearsay (802): Lack of	exception applies (see Rules 803, 804, 807): Foundation/personal knowledge
							Kotzin, Pfeifer, Schmitz,	claims; Cross examination of the			Foundation/Personal	80/); Foundation/personal knowledge will be established at trial (see Rule
Trial Exh 1020	8/24/2022	Nektar00000276132	Nektar00000276132		Email from A. Ashrafzadeh re IL-2 Medical Meeting	l	Ramseyer, Murray, Manner	named Nektar witness(es)			Knowledge (104/602)	602).

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Hille/Description	Lity Title/Description			Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to	5			Not hearsay (Rule 801) and/or hearsay
Trial Exh 1022	8/25/2022	LLY02427300	LLY02427304		Portfolio Investment Council Meeting Minutes		Skovronsky, Nirula, Schmitz, Klekotka, Murray	Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.	г		Hearsay (802); Foundation/Personal Knowledge (104/602)	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602)
								Rebut and defend against Nektar's	s		,	
							Ashrafzadeh, Klekotka,	commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1023	8/25/2022	LLY00777915 LLY02428869	LLY00777926 LLY02428869_		Email from R. Taylor re Rezpeg AtD Ph2 Study Objectives/Value Options and Timeline Discussion + Family	Schmitz; Pfeifer	Pfiefer, Ramseyer, Schmitz, Murray	other relevant drugs relevant under the License Agreement standard.	r h Hearsay; not relevant; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to	Hearsay (802)	exception applies (see Rules 803, 804, 807).
Trial Exh 1027	8/26/2022			Teams chat between Carsten Schmitz and Lance Pfeifer				covenant of good faith and fair dealing		hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation and development of Rezpeg.		
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1030	8/29/2022	LLY02466324	LLY02466329		GITR Antagonist Board of Directors Meeting Minutes		Nirula	Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to	s		Hearsay (802)	807).
Trial Exh 1031	8/29/2022	Nektar00000099555	Nektar00000099555		Email from Pfeifer re Action item from last week's AM/PM meeting		Pfeifer, Ruddock, Huckstep	develop Rezpeg; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Relevant to collaboration development decisions to defend against Nektar's breach of contrac claims; Rebut and defend against Nektar's claim that Lilly failed to	i.			Not hearsay (Rule 801) and/or hearsay
Trial Exh 1032	8/29/2022	Nektar00000012879 LLY00864092	Nektar00000012879 LLY00864097		Email from L. Pfeifer Re Action Item from Last Week's AM/PM Meeting	Ramseyer	Pfeifer, Ruddock, Huckstep	use commercially reasonable efforts to develop Rezpeg. Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and	Hearsay (802)	exception applies (see Rules 803, 804, 807).
Trial Exh 1034	8/30/2022			Email from MaryAnn Morgan-Cox to multiple recipients re: Request: NILEX Scout Team				of contract and the implied covenant of good faith and fair dealing		development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1036	8/31/2022	Nektar00000026985	Nektar00000026985		Email from L. Pfeifer re Rezpeg medical WG meeting agenda		Klekotka, Ashrafzadeh, Kotzin, Pfeifer, Schmitz, Ramseyer, Murray, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contrac claims; Cross examination of the named Nektar witness(es)	t.		Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
				Schleicher, Stephen, et al., "Efficacy and Safety of a Selective Regulatory-T-Cell Inducing IL-2 Conjugate (LY3471851) in the Treatment of Atopic Dermatitis: A Phase I Randomised Study, P1242," European Academy of Dermatology and Veneroology, September 2022, available at https://www.nektar.com/wp-		Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	a foundation; 403.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; admissible under Rule 807; foundation will be established at		
Trial Exh 1037	9/1/2022			content/uploads/2023/11/EADV22_Schleicher_P1242.pdf.				Rebut and defend against Nektar's	s	trial.		
					Email from C. Burcham re Rezpeg AtD Ph2 Study			commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant unde	r			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1038	9/1/2022	LLY00861804 LLY00164544	LLY00861805 LLY00164547		Objectives/Value Options and Timeline Discussion	Murray; Schmitz; Klekotka	Pfeifer	the License Agreement standard. Proof of Lilly's liability for breach	Hearsay.	Not hearsay under Rule 801; admissible	Hearsay (802)	807).
Trial Exh 1040	9/1/2022	LLY00984571	LLY00984579	Email from Carsten Schmitz to David Murray re: minutes adboard Sept 2021		Schmitz; Zou; Klekotka;		of contract and the implied covenant of good faith and fair dealing Proof of Lilly's liability for breach		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807. Not hearsay under Rule 801; admissible		
Trial Exh 1043	9/6/2022	12.100984371	11.100984379	Email from Cheryl Baker to Multiple Recipients re: [EXTERNAL] EADV 2022 - KFAC safety/tolerability/PK poster	ı	Kotzin; Zalevsky; Nirula; Mostaghimi; Robbins		of contract and breach of the implied covenant of good faith and fair dealing	i Hearsay d	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or	s D			Not hearsay (Rule 801) and/or hearsay
Trial Exh 1045	9/8/2022	LLY00859153 LLY01318117	LLY00859155 LLY01318117		Email from C. Schmitz re Lebri Bio-Failed Study Data	Ramseyer, Rodger Taylor,	Schmitz	other relevant drugs relevant under the License Agreement standard. Proof of Lilly's liability for breach	r a Hearsay; lack of personal	Not hearsay under Rule 801; admissible	Hearsay (802)	exception applies (see Rules 803, 804, 807).
Trial Exh 1049	9/9/2022			Email from David Murray to multiple recipients re: SVB Reaction to Rezpeg IL-2 AtD Data		Huckstep; Murray		of contract and the implied covenant of good faith and fair dealing	knowledge/foundation.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
				, , , , , , , , , , , , , , , , , , , ,				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and	3			
Trial Exh 1051	9/13/2022	LLY01345681	LLY01345683		Email from C. Burcham re Agenda: Rezpegaldesleukin Lead Team		Ramseyer, Klekotka, Schmitz Pfeifer, Manner, Murray	the License Agreement standard.	r		Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar00000861348	Nektar00000861349			Tagliaferri; Kotzin; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	[Hearsay; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; relevant to Lilly's		
Trial Exh 1054	9/13/2022			Email from Tagliaferri to Jonathan Zalevsky re: Re: NKTR-358 Summary Slide for the BOD presentation						development of Rezpeg and Nektar's expectations.		

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description							
								Relevant to collaboration development decisions to defend				
								against Nektar's breach of contra-	et			
								claims; Rebut and defend against Nektar's claim that Lilly failed to				
								use commercially reasonable				The exhibit is relevant to rebut Nektar
								efforts to develop Rezpeg; Cross examination of the named Nektar				claims and to cross examine Nektar witness (see Rules 401, 402). MIL is
Trial Exh 1055	9/14/2022	Nektar00000275971 LLY02429872	Nektar00000275971 LLY02429872		Development Update Presentation	Pfeifer; Klekotka	Kotzin	witness(es). Proof of Lilly's liability for breach	h Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible	Relevance (401/402); MIL	opposed.
								of contract and breach of the implied covenant of good faith an	d	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Irial Exh 1056	9/15/2022			Teams chat between Lance Pfeifer and Paul Klekotka				fair dealing	4	Nektar opposes MIL.		
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
								examination of the named Nektar				witness (see Rules 401, 402). MIL is
Trial Exh 1057	9/15/2022	Nektar00000961383 LLY00860179	LLY00860211		Nektar Therapeutics Board of Directors Meeting Agenda	Robbins	Zalvesky, Robbin, Ruddock	witness(es). Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703;	Relevance (401/402); MIL	opposed.
								of contract and breach of the implied covenant of good faith an	d	foundation will be established at trial.		
Trial Exh 1058	9/16/2022			BOD Specific Slides - CD200R Agonist Antibody				fair dealing				
								Rebut and defend against Nektar'	s			
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1060	9/19/2022	LLY02467553	LLY02467555		CD200R Agonist Antibody (AI) Board of Directors Meeting Minutes FINAL		Nirula, Schmitz, Klekotka	other relevant drugs relevant under the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804, 807).
		Nektar00000861342	Nektar00000861343			Sasaki; Zalevsky; Robbins		Proof of Lilly's liability for breach of contract and the implied	h Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under		
								covenant of good faith and fair	navege.	and/or subject to hearsay exception under Rules 803/807; foundation and knowledge		
Trial Exh 1063	9/19/2022			Email from Jill Thomsen to Adi Jayanthi re: Prepping for Round 2		<u> </u>		dealing; proof of damages caused by Lilly's breaches		will be established at trial; admissible under Rules 702/703.	<u> </u>	<u> </u>
		LLY02428975	LLY02428975			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	h Subject to MIL; no foundation / personal knowledge; not relevant.	Nektar opposes MIL; foundation and knowledge will be established at trial:		
								covenant of good faith and fair dealing	and the second second	relevant to Lilly's CRE obligation and	1	
Trial Exh 1064	9/20/2022			Teams chat between Carsten Schmitz and Dipak Patel						development of Rezpeg; admissible under Rules 702/703.		
		LLY02358279	LLY02358295			Robbins		Proof of Lilly's liability for breach of contract and breach of the	Not relevant; foundation.	Admissible under Rules 702/703; relevant to Lilly's CRE obligation and development		
								implied covenant of good faith an	d	of Rezpeg; foundation will be established		
Trial Exh 1065	9/20/2022			Investment Strategy Discussion Q3 2022				fair dealing		at trial.		
								Relevant to collaboration development decisions to defend				Not hearsay (Rule 801) and/or hearsay
								against Nektar's breach of contra-	at a			exception applies (see Rules 803, 804,
Trial Exh 1066	9/21/2022	Nektar00000147133	Nektar00000147134		Email from C. Schmitz to B. Kotzin re Lebri data presented at EADV conference		Schmitz, Kotzin, Ashrafzadeh	claims; cross examination of the named Nektar witness(es).			Hearsay (802); Incomplete (10	807); Exhibit has been supplemented for completion or Exhibit is complete.
								Rebut and defend against Nektar				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1067	0/21/2022	LLY00858836	LLY00858837		Email from C. Schmitz re Immunology Therapeutics Club		m.t	other relevant drugs relevant unde the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804,
Inai Ext 1067	9/21/2022	12.100858836	LL100838837		Email from C. Schmitz re immunosogy Inerapeutics Club		Schmitz				Hearsay (802)	The exhibit is relevant to rebut Nektar
Trial Exh 1071	9/22/2022	Nektar00000007975	Nektar00000007976		Email from J. Zalevsky re Lebrikizumab slides		Zalevsky, Kotzin, Ruddock	Cross examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
					·			Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to				
					Email from DeLuca-Flaherty re Rezpeg Market Research			develop Rezpeg; cross examination of the named Nektar				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1072	9/22/2022	Nektar00000174217	Nektar00000174261		Information		Zalevsky, Kotzin, Ruddock	witness(es).			Hearsay (802)	807).
												Foundation/personal knowledge will be
								Rebut and defend against Nektar' claim that Lilly failed to use	s			established at trial (see Rule 602); The exhibit is relevant to Lilly's defenses
								commercially reasonable efforts to develop Rezpeg; cross			Lack of Foundation/Personal	and rebutting Nektar's claims (see Rules 401, 402); No unfair prejudice and
Trial Exh 1073	9/23/2022	Nektar00000517070	Nektar00000517940		Email from Tagliaferri re Slides		Other Nektar Witness	examination of the named Nektar witness(es).			Knowledge (104/602); Relevance (401/402); 403: MI	balance favors admissibility (see Rules L 401, 403); MIL is opposed.
	231 23/22	Nektar00000517939 LLY00200159	LLY00200230			Mostaghimi	- Think	Proof of Lilly's liability for breach	No foundation / personal knowledge;	Admissible under Rules 702/703;	(1702), 703, 811	,,
								of contract and breach of the implied covenant of good faith an	hearsay attachment.	foundation will be established at trial; not hearsay under Rule 801; admissible for	1	
Trial Exh 1075	9/26/2022			Email from David C Murray to Jeremy Huckstep re: Rezpeg Atopic Derm ISR Market Research				fair dealing		non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.	1	
***								Relevant to collaboration				
								development decisions to defend			1	
					Appointment invitation from IL-2 Conjugate Calendar re Lilly_Nektar Weekly AM/PM Meeting (Rezpeg market research		Zalevsky, Kotzin, Huckstep, Pfeifer, Ruddock, Ramseyer,	against Nektar's breach of contra- claims; Cross examination of the	zt .		1	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1076	9/27/2022	Nektar00000007963	Nektar00000007964		review)		Klekotka, Schmitz, Murray	named Nektar witness(es)			Relevance (401/402)	witness (see Rules 401, 402).
								Relevant to collaboration			1	
							Pfeifer, Ashrafzadeh, Kotzin,	development decisions to defend against Nektar's breach of contra	t t		1	Not hearsay (Rule 801) and/or hearsay
Trial Exh 1077	9/28/2022	Nektar00000086073	Nektar00000086073		Email from Pfeifer re Rezpeg Medical meeting agenda		Schmitz, Ramseyer, Murray, Manner	claims; cross examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807)
Arms EAH 1077	3/20/2022	Nektar00000012745	Nektar00000012749		remain recent reases to recipe streams meeting agends	Zalevsky; Ruddock; Kotzin;	and the second	Proof of Lilly's liability for breach	h Hearsay.	Not hearsay under Rule 801; admissible	кимону (002)	0013.
				Email from Cammy Deluca-Flaherty to Jennifer Ruddock re: RE:		Nirula; Klekotka; Pfeifer; Huckstep; Ramseyer; Rodger		of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.	1	
Trial Exh 1078	9/29/2022		1	Final Meeting minutes from JPT and JSC		Taylor	1	dealing			1	
								Relevant to collaboration			1	
								development decisions to defend against Nektar's breach of contra	zt		1	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1081	10/4/2022	Nektar00000160090	Nektar00000160092		Email from DeLuca-Flaherty re KFAJ Study Status Update and Timeline for Ph2 AtD Governance		Ruddock, Zalevsky Kotzin	claims; cross examination of the named Nektar witness(es)			Hearsay (802); Incomplete (10	807): Exhibit has been supplemented
****** ***** *************************	4 (A)*** 2.052.2				AND THE COMPANIES.		AND THE PROPERTY AND ADDRESS OF THE PARTY AND				у (оод), пкоприете (10	- completion or extinon is complete.
								Relevant to collaboration development decisions to defend			1	
					Email from L. Pfeifer re Rezpegaldesleukin medical meeting		Pfeifer, Schmitz, Kotzin.	against Nektar's breach of contra- claims: Cross examination of the	*		1	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1082	10/6/2022	Nektar00000086185	Nektar00000086185		agenda		Ashrafzadeh	named Nektar witness(es)			Hearsay (802)	807).

Mathematical Math	Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Part		Date	11202420400	11 202420409	Nektar Title/ Description	Lily Title/Description							
	Trial Exh 1087	10/10/2022	11.102430498	11.102430498	Teams chat between Jeremy Hucksten and Joseph Eletcher		Huckstep		of contract and the implied covenant of good faith and fair		knowledge will be established at trial.		
Part Part	Time LAN 1997	10/10/2022			темпесия осочественну тискогор ине докум и ского				claim that Lilly failed to use				
March Marc								Ashrafzadeh Schmitz	develop Rezpeg; Relevant to Lilly's efforts, expertise, and				Not hearsay (Rule 801) and/or hearsay
Part	Trial Exh 1088	10/10/2022	LLY01307087	LLY01307088		Email from C. Burcham re IL-2 Conjugate		Klekotka, Manner, Murray, Ramseyer	other relevant drugs relevant under			Hearsay (802)	exception applies (see Rules 803, 804, 807).
March Marc			Nektar00000460075	Nektar00000460239			Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;		of contract and the implied covenant of good faith and fair	Not relevant.	development of Rezpeg and the		
Part	Trial Exh 1090	10/11/2022	11 V01002265	11 V01002260	Email from Cammy Deluca-Flaherty to Jennifer Ruddock, Brian Kotzin, Jonathan Zalevsky re: 06AUG22 Lilly JPT Minutes - Final		Pfeifer		-	Harmon of Completion / Assessed	Not have a under Dule 901 adminishle		
March Marc			12.101002203	11.101002209			Zou, Manner		of contract and the implied	knowledge.	for non-hearsay purpose and/or subject to	,	
Part	Trial Exh 1092	10/16/2022			Email from Gisela Volkers to David Manner, Heng Zou re: [EXTERNAL] ELL-KFAC: UNBLINEDED dry run delivery #1				dealing		foundation and knowledge will be established at trial.		
March Marc			LLY00788687	LLY00788687			Jonsson; Skovrosnky		of contract and the implied	Not relevant; subject to MIL.	development of Rezpeg; not subject to		
	Trial Exh 1093	10/16/2022			Email from Daniel Skovronsky to Patrik Jonsson re:RE: Lebri Board Talking points				dealing		MIL; Nektar opposes MIL.		
									expertise, and resources to				N. J
Part Part	Trial Exh 1094	10/17/2022	LLY02467079	LLY02467082		BTLA Board of Directors Meeting Minutes		Nirula	drugs relevant under the License			Hearsay (802)	exception applies (see Rules 803, 804, 807).
Part Part									Rebut and defend against Nektar's				exception applies (see Rules 803, 804,
March Marc									claim that Lilly failed to use			Foundation/Personal	807); Foundation/personal knowledge
1	Trial Exh 1095	10/17/2022				Email from Pfeifer re Found one mistake - use this update instead	Murray; Rodger Taylor; Rao	Pfeifer, Huckstep	Proof of Lilly's liability for breach	Not relevant; no foundation / personal		Knowledge (104/602)	602).
March Marc							1		of contract and the implied covenant of good faith and fair		development of Rezpeg; foundation and knowledge will be established at trial:		
March Marc	Trial Exh 1098	10/20/2022							dealing; proof of damages caused by Lilly's breaches		admissible under Rules 702/703.	1	<u> </u>
Marche 1900 Marche Mar			LLY02475068	LLY02475068			Murray; Rao		of contract and breach of the	Not relevant; no personal knowledge.	development of Rezpeg and damages;		
1 1 1 1 1 1 1 1 1 1									fair dealing; proof of damages for		established at trial; admissible under Rul	es	
Part Part	Inal Exh 1099	10/20/2022	LLY02475067	LLY02475067	Forecast titled IL2_AD ADults_9box for Finance		Murray; Rao		Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant to Lilly's CRE obligation and		
Marke Mark									implied covenant of good faith and	knowledge.	foundation and knowledge will be		
Part Part	Trial Exh 1100	10/20/2022	113/03/2/066	11 V02125055	Forecast titled IL2_AD Adult US w scale up to WW moved to new SIMPLE V5.55				Lilly's breaches	N. I	702/703.	es	
March Marc			LL1024/5006	LL102473000			Murray; Kao		of contract and breach of the	knowledge.	development of Rezpeg and damages:		
March Marc	Trial Exh 1101	10/20/2022			Forecast titled II.2_AD Adol 12-17 US w scale up to WW moved to new SIMPLE V5.55				fair dealing; proof of damages for		established at trial; admissible under Rul	es	
See Parl 19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1									Relevant to Lilly's efforts,				
Head Field 1982 1/12/2017/9									develop Rezpeg or other relevant				
Part Part									Rebut and defend against Nektar's				exception applies (see Rules 803, 804,
Same Same									commercially reasonable efforts to			Foundation/Personal	807). Foundation/personal knowledge will be established at trial (see Rule
The second of th	Trial Exh 1102	10/20/2022		LLY02467629 LLY02437876		CD200R Agonist Antibody Board of Directors Deck	Schmitz	Krueger, Klekotka, Schmitz	Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.	Knowledge (104/602)	602).
Schwitz Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liability for breach Barrow, subject to Mill. Proof of Lifty is liabi									covenant of good faith and fair				
The field 100 1072/002 AV00210902	Inai Ext 1104	10/21/2022	LLY02437877	LLY02437877	Teams char between Carsten Schmitz and Dipak Patei		Schmitz		Proof of Lilly's liability for breach	Hearsay; subject to MIL.			
LY05/25962 LY05/25962 LY05/25963	Trial Exh 1105	10/21/2022			Teams chat batassan Caretan Schmitz and Dirak Petel				covenant of good faith and fair		hearsay exception under Rules 803/807.	1	
Total Eds 1110 1022-2022 Total Chall Part Total Challes		100/21/20/22	LLY02428982	LLY02428982	The team of the second second and the second		Schmitz; Rao		Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.		
The Part of Lip's Earlier of Register (Faster) (covenant of good faith and fair dealing; proof of damages caused				
September titled NRTR-358 SLE and ADD Forceats, 270-02022 Tail Esh 1117 1021/2022 Netw/0000956977 Netw/000095697	Trial Exh 1110	10/22/2022			Teams chat between Carsten Schmitz and Dipak Patel		+	+	by Lilly's breaches Rebut and defend against Nektar's			+	
ind Eds 1111 102/2002 Netur000092748 Natur000092748									commercially reasonable efforts to				
Setart/0001/13/980 Setart/00									develop Rezpeg; cross				
dealing is documents produced in the linguistics; formalization and knowledge will be established at risk, staintswister under Rules [2017-2022] Robbins Proof of Lilly's liability for breach of contract and breach of the first dealing of contract and breach of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of the first dealing of contract and breach of t	Trial Exh 1111	10/23/2022	Nektar00000927435 Nektar00001315980	Nektar00000927438 Nektar00001315980		Email from Murdoch re Newbirth Proposal	Zalevsky; Kotzin; Ruddock;	Other Nektar Witness	witness(es). Proof of Lilly's liability for breach	Hearsay; no authentication; no foundation /	Admissible for non-hearsay purpose		established at trial (see Rule 602).
Final Esh 1115 10 27/2022 Seam-00000860577 Neltam-00000860579 Neltam-0							Tagliaferri; Fanton; Sasaki; Rao		of contract and the implied covenant of good faith and fair	personal knowledge.	and/or subject to hearsay exception under Rules 803/807; Nektar will authenticate	r	
Final Each 1115 1027/2022 September titled NKTE-SS SLE and AD Forecasts, 70x/2032 Robbins Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing development of Region and forecomment of Region of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing development of Region and forecomment of Regions of Region of Region of Regions of Region of Regions of Region of Regions of Region of Regions of Region of Regions of Reg									dealing		its documents produced in the litigation; foundation and knowledge will be		
sof contract and breach of the implied covenant of Bernary effective to to development of Recryo, referent to damps and background, not hereasy under Rule (301; admissible for non-thing and background, not hereasy under Rule (301; admissible for non-things) under Rule (301; admissible for non-things) under Rule (301; admissible for non-things) under Rule (301; admissible for non-things) under Rule (301; admissible for non-things) under Rule (301; admissible for non-things) under Rule (301; admissible ander Rule (301; admissible	Trial Exh 1115	10/27/2022	N. I	N. I	Spreadsheet titled NKTR-358 SLE and AtD Forecasts_27Oct2022		n.u.:		B. C. C. T. L. C. T.		702/703.	es	
Emil from Jill Thomses to Howard Robin re-Newbirth Emil from Jill Thomses to Howard Robin re-Newbirth Fedininary Honey & Hard Relative Valuations Relevant to collaboration Seeding the Relative Valuations Relevant to collaboration Seeding the Robin re-Newbirth -Newbirth re-Newbirt			Nektar00000860677	Nektar00000860679			Kobbins		of contract and breach of the	Not relevant; hearsay.	development of Rezpeg; relevant to		
Email from Jil Thomsens to Howard Robbin er Newberth 1027/2022 Preliminary Honey & Harel Relative Valuations Relevant to Oilaboration feedengement decisions to defend admiratible under Rules 702/703. Relevant to Oilaboration feedengement decisions to defend admiratible under Rules 702/703. Relevant to Oilaboration feedengement decisions to defend admiratible under Rules 702/703. Not hearsay (Rel 801) and or hear									implied covenant of good faith and fair dealing		under Rule 801; admissible for non-		
Relevant to collaboration development decisions to defind a contract contract to contract contract to contract contract to contract contract to contract contract to contract contract to contract contra	Trial Exh 1117	10/27/2022			Email from Jill Thomsen to Howard Robin re: Newbirth Preliminary Honey & Hazel Relative Valuations						exception under Rules 803/807;	,	
development decisions to defend desistants to defend desistants to defend decisions to defend desistants to defend desistants to defend decisions									Relevant to collaboration				
Email from DeLace-Flachery re Lily KFA Study Status Update AKFA Greenance T.L. Update AKFA Greenance T									development decisions to defend				exception applies (see Rules 803-804
of contract and the implied OCE obligation, development of Respeg, sovemant of good faith and fair and deference.	Trial Exh 1118	10/31/2022	Nektar00000160054	Nektar00000160056		Email from DeLuca-Flaherty re Lilly KFAJ Study Status Update and KFAE Governance T/L Update		Zalevsky, Kotzin, Ruddock	claims; cross examination of the named Nektar witness(es).			Hearsay (802); Incomplete (106	807); Exhibit has been supplemented
voreant of good faith and fair and defenses. Vol 11/2/2022 Trans chalt between Lance Pétifer and Kultryn Rameyer defining			LLY02430459	LLY02430459			Pfeifer; Ramseyer		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; not relevant.	CRE obligation, development of Rezpeg,		
	Trial Exh 1120	11/1/2022			Teams chat between Lance Pfeifer and Kathryn Ramseyer				covenant of good faith and fair dealing		and defenses.		

Ex. No.	Date	Begin Bates	End Bates	Volutor Title! Decembring	I ile Title Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	Nektar00000321106	Nektar00000321111	Nektar Title/ Description	Lily Title/Description	Zalevsky, Kotzin, Ruddock		Proof of Lilly's liability for breach of contract and the implied	h Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Nektar's damages and expectations under the Agreement;		
								covenant of good faith and fair	personal knowledge.	admissible for non-hearsay purpose and/or	r	
				Email from Docusign system to Jennifer Ruddock re:				dealing		subject to hearsay exception under Rules 803 and 807; foundation and knowledge		
				[EXTERNAL] Completed: Complete with DocuSign: Review of						will be established at trial.		
rial Exh 1121	11/2/2022	LLY00873124	LLY00873135	2022 EC Performance Grant Triggers.docx		Pfeifer		Proof of Lilly's liability for breach	h Not relevant: subject to MII.	Relevant to Lilly's CRE obligation and		
		12.10007.5124	12100073133			i iciici		of contract and breach of the	in the reaction, subject to min.	development of Rezpeg and comparator		
				Email from Lance Pfeifer to Holly Robinson, Lauren Crayton, and				implied covenant of good faith an fair dealing; proof of damages for	nd r	drugs and damages; not subject to MIL; Nektar opposes MIL.		
rial Exh 1122	11/2/2022			others re: Immunology portfolio slides				Lilly's breaches				
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hear
rial Exh 1123	11.0.0000	LLY02466425	LLY02466453		GITR Antagonist Board of Directors Meeting Minutes		NT - I	drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 8
nai exn 1123	11/2/2022	Nektar00000321108	Nektar00000321108		GITR Antagonist Board of Directors Meeting Minutes	Robbins	Niruia	Proof of Lilly's liability for breach	h Not relevant; hearsay; no foundation /	Not hearsay under Rule 801; admissible	ricarsay (802)	807).
								of contract and breach of the	personal knowledge.	for non-hearsay purpose and/or subject to		
								implied covenant of good faith an fair dealing	sa	hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant		
								-		to Lilly's CRE obligation and developmen	t	
rial Exh 1124	11/2/2022			Review of 2022 EC Performance Grant Triggers						of Rezpeg; foundation will be established at trial.		
	11111111	LLY01025728	LLY01025728			Zou; Robbins; Rao		Proof of Lilly's liability for breach	h Hearsay.	Not hearsay under Rule 801; admissible		
				Email from Victoria Rajamanickam to Heng Zou re: [EXTERNAL]				of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
rial Exh 1129	11/4/2022			RE: KFAD: SDTM and ADAM				dealing				
		LLY00779990	LLY00779991			Ramseyer, Pfeifer; Klekotka; Nirula		Proof of Lilly's liability for breach of contract and the implied	h Hearsay.	Not hearsay under Rule 801; admissible		
				Email from Kathryn Ramseyer to Ajay Nirula, Lance Pfeifer, and		Nirula		covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
rial Exh 1130	11/8/2022			Paul Klekotka re: Re: Talking points and plan for PIC				dealing				
		LLY01355744	LLY01355747			Nirula; Ramseyer		Proof of Lilly's liability for breach of contract and the implied	h Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to		
				Email from Kathryn Ramseyer to Ajay Nirula re:RE:				covenant of good faith and fair		MIL; Nektar opposes MIL.		
rial Exh 1133	11/10/2022	LLY00780675	LLY00780676	Communicating COO change to Nektar?			1	dealing		n I Chr. I chr. I	1	
		LaLY 0U /80675	LLY00/80676			Kamseyer		Proof of Lilly's liability for breach of contract and the implied	n rvot relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to		
				Email from MaryAnn Morgan-Cox to Victoria Smith, Jodie L				covenant of good faith and fair		MIL; Nektar opposes MIL.		
frial Exh 1134	11/10/2022	LLY01285146	LLY01285191	Floyd, and Kathryn Ramseyer re: Review: Rodger's Announcement		Robbins; Mostaghimi		dealing Proof of Lilly's liability for breach	h Cumulative and duplicative.	Rule 403 cumulative or duplicative		
		12.101283140	12.101283191			Robbins, Mostaginin		of contract and the implied	ii Cumulative and dupitcative.	objection can be addressed at trial and		
								covenant of good faith and fair		balance favors admissibility.		
rial Exh 1135	11/10/2022	LLY02429841	LLY02429841	Investigator's Brochure for GITR Antagonist Antibody		Pfeifer, Ramsever, Klekotka		dealing Proof of Lilly's liability for breach	h Subject to MII	Nektar opposes MIL.		
		12.102427041	1102423041			rener, name yer, necessar		of contract and the implied	ii buojeet to Min.	Tekin opposes min.		
rial Exh 1136	11/10/2022			Teams chat between Lance Pfeifer, Kathryn Ramseyer, and Paul Klekotka				covenant of good faith and fair dealing				
mai exn 1130	11/10/2022			Kiekotka				ucanng				Not hearsay (Rule 801) and/or hears
								Rebut and defend against Nektar'	's			exception applies (see Rules 803, 80 807). Foundation/personal knowled
							Skovronsky, Nirula, Pfeifer,	claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802); Foundation/Personal	807). Foundation/personal knowleds will be established at trial (see Rule
Trial Exh 1137	11/10/2022	LLY02460107	LLY02460111		Portfolio Investment Council Meeting Minutes		Ramseyer, Klekotka	develop Rezpeg.			Knowledge (104/602)	602).
		LLY02438565	LLY02438565			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	h Subject to MIL.	Nektar opposes MIL.		
								covenant of good faith and fair				
Irial Exh 1138	11/14/2022			Teams chat between Carsten Schmitz and Purvi Prajapati				dealing				
								Rebut and defend against Nektar' claim that Lilly failed to use	s			Exhibit has been supplemented for completion or Exhibit is complete.
								commercially reasonable efforts to	D .			exhibit is relevant to Lilly defenses,
								develop Rezpeg; cross examination of the named Nektar			Incomplete (106): Relevance	rebut Nektar claims, to witness credibility, and to CRE (see Rules 4
rial Exh 1139	11/14/2022	Nektar00001392955	Nektar00001392957		Nektar Board Update Call - Outline and Notes		Zalvesky, Robbin, Ruddock	witness(es).			(401/402); MIL	402). MIL is opposed.
		LLY00780842	LLY00780843			Rodger Taylor; Ramseyer		Proof of Lilly's liability for breach of contract and the implied	h Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation; not subject to MIL; Nektar opposes MIL.		
				Email from Maja Hojnik to Rodger Taylor, Kathryn Ramseyer				covenant of good faith and fair		subject to Mil., Nextai opposes Mil.		
rial Exh 1141	11/15/2022			re:RE: Announcement: Rodger Taylor				dealing				
								Rebut and defend against Nektar' claim that Lilly failed to use	's			The exhibit is relevant to rebut Nekt claims and to cross examine Nektar
								commercially reasonable efforts to	D			witness (see Rules 401, 402). No un
					Email from I Ruddock to V. Wu re FTW Meeting Dec			develop Rezpeg; cross examination of the named Nektar				prejudice and balance favors admissibility (see Rules 401, 403).
rial Exh 1151	12/1/2022	Nektar00000728033	Nektar00000728034		2022_12.1.2022_FINALpptx.pptx (and powerpoint)		Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); 403; MII	is opposed. MIL is opposed.
								Relevant to jury understanding of	f			
								Nektar's business, a key issue relevant to parties' claims and				
								defenses; Rebut and defend				
								against Nektar's claim that Lilly failed to use commercially				
								reasonable efforts to develop				
	,		N. I					Rezpeg; Cross examination of the	e			Exhibit has been supplemented for
rial Exh 1155	12/2/2022	Nektar00000859772	Nektar00000859773		Nektar Therapeutics All-Hands Meeting		Robin, Zalevsky, Ruddock	named Nektar witness(es).	+	+	Incomplete (106)	completion or Exhibit is complete.
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contra	et			Not hearsay (Rule 801) and/or hears exception applies (see Rules 803, 80
					Email from Kotzin re NKTR-358 Slides for discussions on			claims; cross examination of the	**			807); Exhibit has been supplemente
rial Exh 1157	12/3/2022	Nektar00000160035	Nektar00000160036		Monday	1	Kotzin, Zalevsky, Ruddock	named Nektar witness(es).			Hearsay (802); Incomplete (106	for completion or Exhibit is complet
								Relevant to collaboration				Not hearsay (Rule 801) and/or hears
								development decisions to defend				exception applies (see Rules 803, 80
					Email from A. Ashrafzadeh re IL-2 conjugate Alliance Medical		Schmitz, Kotzin, Klekotka, Ashrafzadeh, Zalevsky,	against Nektar's breach of contra- claims; Cross examination of the	ct		Hearsay (802); Lack of Foundation/Personal	807); Foundation/personal knowled will be established at trial (see Rule
rial Exh 1158	12/5/2022	Nektar00000290401	Nektar00000290402		Meeting	<u> </u>	Ashraizaden, Zaievsky, Ramseyer, Murray, Manner	named Nektar witness(es)	<u> </u>	<u> </u>	Knowledge (104/602)	602).
		LLY01282692	LLY01282777			Nirula; Ramseyer; Schmitz; Pfeifer: Klekotka; Robbins		Proof of Lilly's liability for breach	h Not relevant.	Relevant to Lilly's CRE obligation and		
						r setter; Kiekotka; Kobbins		of contract and the implied covenant of good faith and fair		development of comparator drugs.		
frial Exh 1161	12/7/2022			CD200R Phase 2 protocol				dealing				
		LLY02428640	LLY02428641			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied	h Subject to MIL.	Nektar opposes MIL.		
								of contract and the implied covenant of good faith and fair				
rial Exh 1162	12/7/2022			Teams chat between Carsten Schmitz and Julie Maxwell				dealing				
								Bahas and data	J			
								Rebut and defend against Nektar' claim that Lilly failed to use	S			
								commercially reasonable efforts to	n n			
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
								resources to develop Rezpeg or	I			Not hearsay (Rule 801) and/or hear
	,	LLY00875526	LLY00875526		Email from C. Schmitz re IL-2 Conjugate: Ph2 Atopic Derm		Schmitz, Manner, Murray,	other relevant drugs relevant unde	er		Hearsay (802)	exception applies (see Rules 803, 80
frial Exh 1163	12/1/2022	LL.1 008/5526	LL 1008/5526		running	1	Pfeifer, Ramseyer, Klekotka	the License Agreement standard.	1	1	ricarsay (802)	807).

Trial Exh 1167	ute					Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1167		LLY01200061	LLY01200144	Nektar Title/ Description	Lily Title/Description	Robbins		Proof of Lilly's liability for breach	Not relevant; no foundation / personal	Relevant background; relevant to Lilly's		
THAT LAW 1107	12/9/2022			Protocol Number JIP-MC-KFAN (b)				of contract and breach of the implied covenant of good faith and fair dealing	knowledge.	CRE obligations and development of Rezpeg; admissible under Rules 702/703; foundation will be established at trial.		
1	12/7/2022			1 100000 11111100 211 -100-101 211 (0)				Relevant to collaboration development decisions to defend				Not hearsay (Rule 801) and/or hearsay
					Email from DeLuca-Flaherty re IL-2 conjugate Alliance Medical		Huckstep, Klekotka,	against Nektar's breach of contract				exception applies (see Rules 803, 804,
Trial Exh 1168	12/13/2022	Nektar00000034779	Nektar00000034782		Meeting		Ashrafzadeh, Schmitz	claims.			Hearsay (802)	807).
								Relevant to collaboration development decisions to defend				
					Email from L. Pfeifer to A. Ashrafzadeh, B. Kotzin, and C.		Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka.	against Nektar's breach of contract claims: Cross examination of the	•			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1169	12/13/2022	Nektar00000086022	Nektar00000086024		Schmitz re IL-2 conjugate Alliance Medical Meeting		Murray, Manner, Ramseyer	named Nektar witness(es)			Hearsay (802)	807).
								Relevant to collaboration				Not hearsay (Rule 801) and/or hearsay
							Zalevsky, Schmitz, Kotzin, Pfeifer, Ashrafzadeh,	development decisions to defend against Nektar's breach of contract			Hearsay (802); Lack of	exception applies (see Rules 803, 804, 807); Foundation/personal knowledge
Trial Exh 1170	12/13/2022	Nektar00000224916	Nektar00000224917		Email from A. Ashrafzadeh re IL-2 conjugate Alliance Medical Meeting		Klekotka, Murray, Manner, Ramseyer	claims; Cross examination of the named Nektar witness(es)			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule 602).
								Relevant to collaboration				
							Schmitz, Kotzin, Pfeifer,	development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
					RE: IL-2 conjugate Alliance Medical Meeting with ii2 nektar		Ashrafzadeh, Klekotka,	claims; Cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 1171	12/13/2022	LLY00780180 LLY01282564	LLY00780197 LLY01282691		meeting dec 13	Robbins; Mostaghimi	Murray, Manner, Ramseyer	named Nektar witness(es) Proof of Lilly's liability for breach	Not relevant; subject to MIL; cumulative or	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
								of contract and the implied covenant of good faith and fair	duplicative; no foundation / personal knowledge.	development of comparator drugs; not subject to MIL; Nektar opposes MIL;		
								dealing		admissible without foundation and personal knowledge under Rules 702/703:		
										Rule 403 cumulative or duplicative		
Trial Exh 1173	12/14/2022			Investigator's Brochure for Baricitinib (Olumiant)						objection can be resolved at trial and the balance favors admissibility.		
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
Trial Exh 1174	12/14/2022	Nektar00000964757	Nektar00000965185		Nektar Therapeutics Board of Directors Meeting Agenda		Zalvesky, Robbin, Ruddock	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
		***************************************	**************************************		and the state of t		,	Relevant to collaboration				or commence Total Total
								development decisions to defend				
					Email from DeLuca-Flaherty re IL-2 conjugate Alliance Medical		Huckstep, Klekotka,	against Nektar's breach of contract claims; cross examination of the				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1178	12/19/2022	Nektar00000058210	Nektar00000058214		Meeting		Ashrafzadeh, Schmitz	named Nektar witness(es).			Hearsay (802)	807).
								Relevant to collaboration development decisions to defend				
							Schmitz, Kotzin, Pfeifer,	against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1180	1/2/2023	Nektar00000174268	Nektar00000174268		Email from L. Pfeifer re Rezpeg Medical WG meeting		Ashrafzadeh, Klekotka, Murray, Manner, Ramseyer	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Relevant to collaboration				
							Schmitz, Kotzin, Pfeifer,	development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1181	1.0.0000	Nektar00000217769	N. I		Email from L. Pfeifer re Rezpeg Medical WG meeting		Ashrafzadeh, Klekotka, Murray, Manner, Ramseyer	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 804,
Inai Exti 1181	1/2/2023	Nektar00000217709	Nektar00000217709		Email from L. Pretter re Rezpeg Medical WG meeting		Murray, Manner, Ramseyer				Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1182	1/3/2023	LLY00866781	LLY00866783		Email from D. Frisby re KFAE protocol - authoring team meeting		Schmitz	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807)
								Relevant to collaboration			, , , , , , , , , , , , , , , , , , , ,	
								development decisions to defend				
							Schmitz, Kotzin, Pfeifer,	against Nektar's breach of contract claims; Cross examination of the				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1183	1/5/2023	Nektar00000019432	Nektar00000019432		Email from C. Schmitz re KFAE protocol draft for review		Fanton, Klekotka	named Nektar witness(es) Relevant to collaboration			Hearsay (802)	807).
								partnership and Rezpeg background; cross examination of			Lack of Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 1184	1/6/2023	Nektar00000192623 LLY02425171	Nektar00000192625 LLY02425220		Fanton emil re KFAE protocol draft for review	Rodger Taylor; Ramseyer;	Other Nektar Witness	the named Nektar witness(es). Proof of Lilly's liability for breach	Not relevant; hearsay; no foundation /	Relevant to Lilly's CRE obligation and	Knowledge (104/602)	established at trial (see Rule 602).
						Mostaghimi		of contract and the implied covenant of good faith and fair	personal knowledge.	development of Rezpeg; not hearsay under Rule 801; relevant for non-hearsay		
								dealing		purpose and/or subject to hearsay		
										exception under Rules 803/807; admissible under Rules 702/703;		
Trial Exh 1187	1/9/2023			Running Meeting Notes						foundation and knowledge will be established at trial.		
		LLY02430463	LLY02430463			Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; hearsay.	Nektar opposes MIL; not hearsay under Rule 801; relevant for non-hearsay		
								covenant of good faith and fair dealing		purpose and/or subject to hearsay exception under Rules 803 and 807;		
Trial Exh 1190	1/10/2023			Teams Chat Messages - Kathryn Ramseyer; Lance Pfeifer				-		admissible under Rules 702/703.		
								Rebut and defend against Nektar's claim that Lilly failed to use				No unfair prejudice and balance favors
								commercially reasonable efforts to develop Rezpeg; cross				admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar
1	1/11/2023	N/A			Transcript of Nektar Therapeutics Company Conference Presentation		Robin, Ruddock, Zalevsky	examination of the named Nektar witness(es).			403; Relevance (401/402); MIL.	claims and to CRE (see Rules 401.
Trial Exh 1193	1/11/2023	P			1,550		om, romanda, Zancysky	Relevant to collaboration			, Resenance (901/902), MIL	, man is opposed.
Trial Exh 1193		1						development decisions to defend				
Trial Exh 1193												
							Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka,	against Nektar's breach of contract claims; Cross examination of the				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
	1/11/2023	Nektar00000075583	Nektar00000075583		Email from L. Pfeifer re Rezpeg medical meeting agenda		Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Ramseyer	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
	1/11/2023	Nektar00000075583	Nektar00000075583		Email from L. Pfeifer re Rezpeg medical meeting agenda		Ashrafzadeh, Klekotka,	claims; Cross examination of the named Nektar witness(es) Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
	1/11/2023	Nektar00000075583	Nektar00000075583		Email from L. Pfeifer ze Rezpeg medical meeting agenda Email from Nektar Corporate Affairs ze Nektar Presentation Highlights - J. P. Morgan		Ashrafzadeh, Klekotka,	claims; Cross examination of the named Nektar witness(es) Rebut and defend against Nektar's			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for

he License Agreement standard.

nail from R. Malinowski re Rezpeg SLE Ph3 study - Blinding

strategy and pateient controls WG

Ex. No.		Bezin Bates	End Bates		Nektar Spon	onsoring Witness Lilly Sp	ponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description							,
								Rebut and defend against Nektar allegations of damages or other				
Trial Exh 1224	1/28/2023	Nektar00000876212	Nektar00000876215		Email from Thomsen re Project Newbirth - Honey Discussion Material	Robin, I Marais	Ruddock, Zalevsky,	harm; cross examination of the named Nektar witness(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
								Relevant to Lilly's efforts,			(100)	
								expertise, and resources to develop Rezpeg or other relevant				
								drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay
								Agreement standard; Rebut and defend against Nektar's				exception applies (see Rules 803-804
								claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802); Foundation/Personal	807). Foundation/personal knowledge will be established at trial (see Rule
Trial Exh 1226	1/30/2023	LLY02467942	LLY02468007		CD200R Agonist Antibody (AI, LY3454738) Board of Directors	Klekotk	ka, Schmitz	develop Rezpeg.			Knowledge (104/602)	602).
												Not hearsay (Rule 801) and/or hearsay
												exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
								Rebut and defend against Nektar's				will be established at trial (see Rule
								claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802);	602). The exhibit is relevant to rebut Nektar claims and cross examine Nekta
								develop Rezpeg; cross examination of the named Nektar			Foundation/Personal Knowledge (104/602);	witness (see Rules 401, 402). No unfair prejudice and balance favors
Trial Exh 1229	1/31/2023	LLY02147978	LLY02147980		Email from J. Gerrard to M. Wilson re Lilly - Nektar Collaboration	Other N	Nektar Witness	witness(es).			Relevance (401/402); 403	admissibility (see Rules 401, 403).
								Relevant to collaboration				
						S.Aita	z, Kotzin, Pfeifer,	development decisions to defend against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
					Email from DeLuca-Flaherty re Rezpeg medical meeting agenda:	Ashrafz	zadeh, Klekotka,	claims; Cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 1230	1/31/2023	Nektar00000075577	Nektar00000075578		Wednesday, February 1st	Murray,	r, Manner, Ramseyer	named Nektar witness(es)			Hearsay (802)	807).
						me	, Klekotka,	Relevant to collaboration development decisions to defend				
						Ashrafza	zadeh, Schmitz,	against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1231	1/31/2023	Nektar00000076192	Nektar00000076192		Email from L. Pfeifer re Rezpeg medical meeting agenda: Wednesday, February 1st	Ramsey	yer, Manner, Murray,	claims; Cross examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807).
component Admirk	31/2023					No.tziii		Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 1232	1/31/2023	Nektar00000100920	Nektar00000100965		NKTR Investor Relations Q&A	Kotzin,	, Zalevsky, Ruddock	witness(es).			Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
								other relevant drugs relevant under				exception applies (see Rules 803, 804,
Trial Exh 1233	1/31/2023	LLY02192093	LLY02192094		Email from D. Lente re KFAE - Protocol Approved	Schmitz	z, Klekotka, Manner	the License Agreement standard.			Hearsay (802)	807).
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				
						E 1 - 2 -	z, Klekotka,	resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1238	2/2/2023	LLY00949767	LLY00949769		Email from P. Klekotka re J1P-MC-KFAE	Ashrafza	z, Kiekotka, zadeh,	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
		LI Y00779463	LI Y00779488			Schmitz	z, Klekotka, Ramseyer,	other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804,
Trial Exh 1239	2/6/2023	LLY00779463	LLY00779488		Email from P. Prajapati re IL-2 Nektar Meeting Feb 8	Manner	r				Hearsay (802)	807).
								Relevant to collaboration development decisions to defend				
					Email from J. Zalevsky re Rezpegaldesleukin Program Annual			against Nektar's breach of contract				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1245	2/9/2023	Nektar00000101726	Nektar00000101727		Budget (response requested by Friday, Feb 10th) and IDP Memo Update	Zalevsk	, Ramseyer, Ruddock, ky, Kotzin, Huckstep	claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	exception applies (see Rules 803, 804, 807).
		LLY00894428	LLY00894429		Schmitz; Pfei Ramsever: M	feifer; Klekotka;		Proof of Lilly's liability for breach of contract and the implied	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
				Email from Lance Pfeifer to Carsten Schmitz re: RE: KFAD ISR	Ramseyer, si Ashrafzadeh			covenant of good faith and fair		hearsay exception under Rules 803/807.		
Trial Exh 1250	2/10/2023	LLY00904274	LLY00904275	data - discussion with KFAD top enroller Dr Steve Schleicher	Ramseyer, KI	Klekotka; Pfeifer;		dealing Proof of Lilly's liability for breach	Not relevant; Duplicative.	Relevant to Lilly's CRE obligation and		
				Email from Kathryn Ramseyer to Paul Klekotka and Lance Pfeifer	Robbins; Mo	fostaghimi		of contract and breach of the implied covenant of good faith and		development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
L				re: Information Alert: Rezpegaldesleukin (IL-2 Conjugate) Phase				fair dealing		objection can be addressed at trial and		
Trial Exh 1252	2/13/2023	LLY00904370	LLY00904371	2b SLE study shows negative results	Ramsever: KI	Klekotka; Pfeifer;		Proof of Lilly's liability for breach	Not relevant; probative value outweighed by	balance favors admissibility. Relevant to Lilly's CRE obligation and	1	
				Email from Kathryn Ramseyer to Multiple Recipients re:	Robbins; Mo Huckstep	fostaghimi;		of contract and breach of the implied covenant of good faith and	unfair prejudice or jury confusion (403).	development of Rezpeg and comparator drugs; not prejudicial or confusing, and		
Trial Exh 1253	2/13/2023			Information Alert: Rezpegaldesleukin (IL-2 Conjugate) Phase 2b SLE study shows negative results				fair dealing		Rule 403 balance favors admissibility.		
		LLY00904469	LLY00904470	Email from Kathryn Ramseyer to Multiple Recipients re:	Ramseyer; KI Robbins; Mo	Klekotka; Pfeifer; Iostaghimi;		Proof of Lilly's liability for breach of contract and breach of the	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
T. IF 1 1254	2/13/2023			Information Alert: Rezpegaldesleukin (IL-2 Conjugate) Phase 2b	Skovrosnky;	y; Jonsson; Nirula		implied covenant of good faith and fair dealing		drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.	1	
Trial Exh 1254	2/13/2023	LLY00904474	LLY00904474	SLE study shows negative results	Ramseyer, KI	Klekotka; Pfeifer;		Proof of Lilly's liability for breach	Not relevant; probative value outweighed by	Relevant to Lilly's CRE obligation and		
				Email from Kathryn Ranseyer to Multiple Recipients re:	Robbins; Mo	Aostaghimi; Manner		of contract and breach of the implied covenant of good faith and	unfair prejudice or jury confusion (403).	development of Rezpeg and comparator		
Trial Exh 1255	2/13/2023			CONFIDENTIAL: Update on KFAJ				fair dealing		drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.		
		LLY01309198	LLY01309199	Email from Kathryn Ramseyer to Multiple Recipients re:		Klekotka; Pfeifer; Iostaghimi; Jonsson		of contract and breach of the	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	development of Rezpeg and comparator		
Trial Exh 1256	2/13/2023			Information Alert: Rezpegaldesleukin (IL-2 Conjugate) Phase 2b SLE study shows negative results				implied covenant of good faith and fair dealing		drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.		
	21.512023	LLY00904274	LLY01292796		Pfeifer; Rams	mseyer; Robbins;		Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and		
				Email [Drafts] from Katheryn Ramseyer to Multiple Recipients re: Information Alert: Rezpegaldesleukin (IL-2 Conjugate) Phase 2b	Rao			of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Trial Exh 1258	2/13/2023	LI Y02448581	LLY02448581	SLE study shows negative results	Manner			dealing Proof of Lilly's liability for breach	Cubins to MII	Nation oppose MII		
		LL.1 02448581	14.102448581		Manner			of contract and the implied	Subject to MIL.	Nektar opposes MIL.	1	
Trial Exh 1260	2/15/2023			Teams Chat Messages - David Manner, Andy Wey, Hyungmin Rha Janeele Shannon Erickson				covenant of good faith and fair dealing				
	21312023	LLY00737007	LLY00737008	A Sal Particular		Pfeifer; Schmitz;		Proof of Lilly's liability for breach	Not relevant; duplicative.	Relevant background and relevant to		
				Email from Kathryn Ramseyer to Multiple Recipients re:	Klekotka; Asi	kovrosnky; Nirula; Ashrafzadeh;		of contract and breach of the implied covenant of good faith and		Lilly's CRE obligations and development of Rezpeg and comparator drugs; rule 403		
Trial Exh 1261	2/15/2023			CONFIDENTIAL: Pre-read for 2.16.2023 Rezpegaldesleukin BOE	Robbins; Mo	Iostaghimi		fair dealing		cumulative or duplicative objection can be addressed at trial	1	
THAT EXR 1201	2/15/2023	L	1	atecung	1			1		managed at tital	1	1

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description			Rebut and defend against Nektar'	4			
								claim that Lilly failed to use commercially reasonable efforts to				Foundation/personal knowledge will be established at trial (see Rule 602); Not
								develop Rezpeg; cross			Lack of Foundation/Personal	hearsay (Rule 801) and/or hearsay
Trial Exh 1267	2/20/2022	Nektar00000290248	Nektar00000290250		Sasaki email attaching 2022 and 2023 budget		Other Nektar Witness	examination of the named Nektar witness(es)			Knowledge (104/602); Hearsay (802): End Bates is incorrect	exception applies (see Rules 803, 804, 807); End Bates has been corrected.
Itiai Exil 1207	2/20/2023	Nekta100000290248	Nekta100000290230		Sasaki cinan attaching 2022 and 2023 budget		Oniei Nektai Wittless				(802), East Bates is incorrect	807), End Bates has been corrected.
								Rebut and defend against Nektar' claim that Lilly failed to use				
								commercially reasonable efforts to				
								develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezpeg or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1268	2/20/2022	LLY00719510	LLY00719511		Email from D. Manner re Per protocol questions		Nirula, Ramseyer, Klekotka, Pfeifer, Manner	other relevant drugs relevant unde the License Agreement standard.			Hearsay (802)	exception applies (see Rules 803, 804,
11mi LXII 1200	220/2023	LLY00737556	LLY00737556		Email Hours. Mainer is 1st protect questions	Robbins	react, manner	Proof of Lilly's liability for breach	No foundation / personal knowledge.	Admissible under Rules 702/703;	Trumy (002)	oury.
				Email from Kathryn Ramseyer to Multiple Recipients re:				of contract and breach of the implied covenant of good faith an		foundation will be established at trial.		
Trial Exh 1271	2/20/2023			CONFIDENTIAL: Update on KFAJ				fair dealing				
		LLY02430661	LLY02430664			Huckstep; Ramseyer		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
				Teams chat between Jeremy Huckstep, Allison Howell, and				covenant of good faith and fair				
Trial Exh 1272	2/21/2023	LLY02429897	LLY02429897	Kathryn Ramseyer		Schmitz: Klekotka		dealing; rebut Lilly's counterclain Proof of Lilly's liability for breach	Subject to MII · Not relevant	Nektar opposes MIL; relevant to Lilly's		
		11.102429897	11.102429897			Schillez, Kiekoka		of contract and the implied	Subject to Mil., Not retevant.	CRE obligation and development of		
Trial Exh 1273	2/21/2023			Teams chat between Carsten Schmitz and Paul Klekotka				covenant of good faith and fair dealing		Rezpeg.		
Hair Exti 1273	2/21/2023			Teams that between Carsten Schmitz and Paul Riekoka				ucumg				
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contrac	t			
								claims; Rebut and defend against Nektar's claim that Lilly failed to				
								Nektar's claim that Lilly failed to use commercially reasonable				
Trial Exh 1274	2/21/2023	LLY02468690 LLY00736592	LLY02468693		Text messages between D. Skovronsky and A. Nirula		Nirula, Skovronsky	efforts to develop Rezpeg.			Error, Exhibit Not Provided	Exhibit has been supplemented.
		LLY00/36592	LLY00736596	Email from Jennifer Ruddock to Jeremy Hucksten, Brian Kotzin,		Huckstep; Ruddock; Kotzin; Robbins		Proof of Lilly's liability for breach of contract and the implied	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
				and others re: [EXTERNAL] Press Release with Conference Call				covenant of good faith and fair dealing; rebut Lilly's counterclain		hearsay exception under Rules 803/807.		
Trial Exh 1275	2/22/2023			Information				dealing; rebut Lilly's counterclain				
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
							Zalevsky, Nirula, Kotzin,	claims; Cross examination of the				exception applies (see Rules 803, 804,
Trial Exh 1276	2/22/2023	Nektar00000100781	Nektar00000100787		Email from K. Ramseyer re KFAJ Topline TFLs		Ramseyer, Huckstep, Manner	named Nektar witness(es) Rebut and defend against Nektar'			Hearsay (802)	807).
								claim that Lilly failed to use	`			
								commercially reasonable efforts to develop Rezpeg; cross	1			The exhibit is relevant to rebut Nektar
					Email from B. Kotzin re Draft Preliminary 2.21.23 Investor Call			examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1277	2/22/2023	Nektar00001393965 Nektar00000101701	Nektar00001393984 Nektar00000101707		Script; Draft Confidential Script As Of 2.21.23	Zalevsky; Ramseyer; Manner;	Kotzin, Ruddock, Zalevsky	witness(es). Proof of Lilly's liability for breach	Not relevant	Relevant to Lilly's CRE obligation,	Relevance (401/402)	witness (see Rules 401, 402).
		144411000000101701	Textinocoooror 707			Kotzin; Ruddock; Nirula		of contract and the implied	TO TOO TAIN.	development of Rezpeg, and defenses.		
Trial Exh 1281	2/22/2023			Email from Jonathan Zalevsky to Kathryn Ramseyer, Andy Wey, and others re: RE: [EXTERNAL] KFAJ Topline TFLs				covenant of good faith and fair dealing; rebut Lilly's counterclain				
IIIII EXII 1281	2/22/2023	LLY02448212	LLY02448226	and others ie. Re. (EXTERNAL) RPAG Tophine TPLS		Ramseyer		Proof of Lilly's liability for breach	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible		
								of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Trial Exh 1282	2/23/2023			Teams chat between Kathryn Ramseyer, Andy Wey, and others				dealing		Nektar opposes MIL.		
		LLY02448372	LLY02448373			Schmitz		Proof of Lilly's liability for breach of contract and the implied	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
								covenant of good faith and fair		hearsay exception under Rules 803/807; Nektar opposes MIL.		
Trial Exh 1283	2/23/2023			Teams chat between Carsten Schmitz and Dipak Patel				dealing Rebut and defend against Nektar'		Nektar opposes MIL.		
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
								examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1284	2/23/2023	Nektar00000284490	Nektar00000284502		NKTR.QQ - Nektar Therapeutics Analyst and Investor Call		Kotzin, Robin, Zalevsky	witness(es). Rebut and defend against Nektar'			Revlevance (401/402)	witness (see Rules 401, 402).
								claim that Lilly failed to use				The exhibit is relevant to rebut Nektar
								commercially reasonable efforts to develop Rezpeg; Cross				claims and to cross examine Nektar witness (see Rules 401, 402). Exhibit
					NKTR Investor Relations Q&A Confidential Preliminary Draft	Ì		examination of the named Nektar			Relevance (401/402);	has been supplemented for completion
Trial Exh 1285	2/23/2023	Nektar00000328882	Nektar00000328894		2.21	+	Ruddock, Zalevsky	witness(es). Rebut and defend against Nektar'	 		Incomplete (106)	or Exhibit is complete.
1						Ì		claim that Lilly failed to use	1			İ
						1		commercially reasonable efforts to develop Rezpeg; cross	1		1	The exhibit is relevant to rebut Nektar
1								examination of the named Nektar			1	claims and to cross examine Nektar
Trial Exh 1291	2/24/2023	Nektar00001336376	Nektar00001336377		Zalevsky Labrucheri Text Messgaes	+	Zalevsky	witness(es).	-		Relevance (401/402)	witness (see Rules 401, 402). The exhibit is relevant to Lilly defenses.
1						Ì		Rebut and defend against Nektar'				rebutting Nektar claims, cross-
1	1				Email from M. Tagliaferri re: Clinical Development Update for	Ì		claim that Lilly failed to use commercially reasonable efforts to				examination of named Nektar witnesses, and CRE (see Rules 401.
Trial Exh 1292			1				L			1	I	402). MIL is opposed.
11100 1200 1272	2/24/2023	Nektar00000875439	Nektar00000875440		NKTR-255 Studies 02 and 03		Tagliaferri	develop Rezpeg.			Relevance (401/402); MIL	
1188 1272	2/24/2023	Nektar00000875439	Nektar00000875440		NKTR-255 Studies 02 and 03		Tagliatern	Rebut and defend against Nektar'			Relevance (401/402); MIL	
A100 A200 A202	2/24/2023	Nektar00000875439	Nektar00000875440		NKTR-255 Studies 02 and 03		lagitatem	Rebut and defend against Nektar' claim that Lilly failed to use commercially reasonable efforts to	4			The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
3388 558 4576	2/24/2023	Nektar00000875439	Nektar00000875440		NKTR-255 Studies 02 and 03		lagistem	Rebut and defend against Nektar' claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross			Relevance (401/402); Lack of	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1295	2/24/2023		Nektar00000875440 Nektar00000652500		NKTR-255 Studies 02 and 03 Tagliaferri email re Restructuring of Development		Other Nektar Witness	Rebut and defend against Nektar' claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
					NKTR-255 Studies 02 and 03			Rebut and defend against Nektar' claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar			Relevance (401/402); Lack of Foundation/Personal	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be
					NKTR-255 Studies 02 and 03			Rebut and defend against Nektar- claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es). Rebut and defend against Nektar- claim that Lilly failed to use commercially reasonable efforts to			Relevance (401/402); Lack of Foundation/Personal	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602).
					NKTR-255 Studies 02 and 03		Other Nektar Witness	Rebut and defend against Nektur- claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektur witness(es). Rebut and defend against Nektur- claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross			Relevance (401/402); Lack of Foundation/Personal	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation-personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay
		Nektar00000652498			NKTR-255 Studies 02 and 03			Rebut and defend against Nektar- claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es). Rebut and defend against Nektar- claim that Lilly failed to use commercially reasonable efforts to			Relevance (401/402); Lack of Foundation/Personal	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1295	2/26/2023	Nektar00000652498	Nektar00000652500		NNTR: 255 Studies 02 and 03 Tagliaferri email re Restructuring of Development		Other Nektar Witness Ruddock, Zalevsky,	Rebut and defend against Nekur - claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg, cross examination of the named Nektar witness(es). Rebut and defend against Nektar - claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Cross examination of the named Nektar witness(es).			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1295	2/26/2023	Nektar00000652498	Nektar00000652500		NNTR: 255 Studies 02 and 03 Tagliaferri email re Restructuring of Development		Other Nektar Witness Ruddock, Zalevsky,	Rebut and defend against Nektar- claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg, cross examination of the named Nektar witness(es). Rebut and defend against Nektar- claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Cross examination of the named Nektar witness(es). Rebut and defend against Nektar- claim that Lilly failed to use			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1295	2/26/2023	Nektar00000652498	Nektar00000652500		NNTR: 255 Studies 02 and 03 Tagliaferri email re Restructuring of Development		Other Nektar Witness Ruddock, Zalevsky,	Rebut and defend against Nektur- chain that Lilly failed to use commercially reasonable efforts a vertice of the constraints of the named Nektur- witness(es). Rebut and defend against Nektur- chain that Lilly failed to use commercially reasonable efforts it witness(es). Rebut and defend against Nektur- chain that Lilly failed to use commercially reasonable efforts it chain that Lilly failed to use commercially reasonable efforts it			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1295	2/26/2023	Nektar00000652498	Nektar00000652500		NNTR: 255 Studies 02 and 03 Tagliaferri email re Restructuring of Development		Other Nektar Witness Ruddock, Zalevsky,	Rebut and defend against Nektar- chain that Lilly fided to use commercially reasonable efforts as examination of the named Nektar examination of the named Nektar Exhaust and defend against Nektar- chain that Lilly failed to use commercially reasonable efforts is develop Rergeg. Cross examination of the mend Nektar witnessed.			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 601, 402). Fromdunion personal knowledge will be achieved to the first of the first fi
Trial Exh 1295	2/26/2023	Nektar00000652498	Nektar00000652500		NNTR: 255 Studies 02 and 03 Tagliaferri email re Restructuring of Development		Other Nektar Witness Ruddock, Zalevsky,	Rebut and defend against Nekari- chain that Lily fided to use commercially reasonable efforts a very large state of the control of the develop Reerge, critical states and states and states and states and states and states and states and states and states and states and states and states and states and witness(es). Rebut and defend against Nekari- chain that Lily field to use commercially reasonable efforts a states and states			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602). Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02042366	LLY02042367	Email from Lance A. Pfeifer to Jennifer Gerrard re: FW:		Zalevsky; Ruddock; Pfeifer; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge; hearsay.	Relevant to Lilly's CRE obligation, development of Rezpeg, and defenses; foundation and knowledge will be established at trial; not bearsay under Ruk 801; admissible for non-hearsay purpose		
Trial Exh 1303	3/1/2023			[EXTERNAL] RE: Summary of Nektar Requests 28FEB23 **Updated - One New Request and Priority Request**						and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1304	3/2/2023	LLY02219436	LLY02219478	Email from Carsten Schmitz to Maria Jose Rueda re: RE: Posters on Pipeline assets - HELP - THANKS		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Inai Exh 1304	3/2/2023	Nektar00000780643	Nektar00000780644	on repetitive assets - ricile - THANAS Email from Lorin Sasaki to Adi Jayanthi; Jill Thomsen re: RE:		Sasaki; Robbins			Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rule		
Trial Exh 1308	3/3/2023	Nektar00000780643	Nektar00000780644	Email from Lorin Sassik to Adi Jayanini; Jili Thomsen Te: RE: Newbirth Preliminary Honey & Hazel Relative Valuations		Robbins		Proof of Lilly's liability for breach of contract and breach of the	Hearsay; no foudation / personal knowledge	702/703. Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Trial Exh 1309	3/3/2023			Email from Lorin Sasaki to Adi Jayanthi ; Jill Thomsen re: RE: Newbirth Preliminary Honey & Hazel Relative Valuations				implied covenant of good faith and fair dealing		admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 1310	3/6/2023	LLY02219574	LLY02219875	Email from Teodora Andrian to David Waters, Jenny Bradberry, and others re: RE: IMMB-FR01 EU CTA assessment RFIs received		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing		Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1311	3/6/2023	LLY02428259	LLY02428259	Teams chat between Ali Ashrafzadeh and Erica Kelly		Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Nektar opposes MIL.		
		Nektar00000008312	Nektar00000008313	Email from Sohail Chaudhry to Tagliaferri, Jonathan Zalevsky,		Tagliaferri; Zalevsky; Kotzin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation/personal knowledge subject to MIL.	; Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be		
Trial Exh 1313	3/6/2023	LLY00175462	LLY00175518	and others re: Meeting notes from Discussion with Dr. Schleicher on 3/3/2023		Schmitz; Ramseyer		of contract and the implied	Not relevant; no foundation / personal knowledge.	established at trial; not subject to MIL; Nektar opposes MIL. Relevant to Lilly's CRE obligation, development of Rezpeg, and defenses;		
Trial Exh 1314	3/8/2023			Email from Nimisha Arackal to Lucia Seminario Vidal, Chintan Rakesh Singhan, and others re: RE: KFAD PNs for medical review				covenant of good faith and fair dealing		foundation and knowledge will be established at trial.		
Trial Exh 1315	2 10 2022	LLY02459216	LLY02459221		Portfolio Investment Council Meeting Minutes		Skovronsky, Nirula, Ramseyer Pfeifer, Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule
Hall Ext. 1313	3/0/2023	11.1024,392.10	12.102439221		r outono myesunen council streeting summes		Frenci, Asimirzaden	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and			Nilowicage (104-002)	(002).
								resources to develop Rezpeg or other relevant drugs relevant under				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1316	3/8/2023	LLY01021612	LLY01021617		JIP-MC-KFAT Study Delivery Team Meeting Agenda/Minutes		Ashrafzadeh	the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to			Hearsay (802)	807).
Trial Exh 1317	3/9/2023	LLY01329046	LLY01329050		Email from J. Ruddock re Ad-hoc JSC draft minutes		Ruddock, Huckstep, Nirula, Ramseyer, Zalevsky, Kotzin	develop Rezpeg; cross examination of the named Nektar witness(es). Rebut and defend against Nektar's			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut Nektar
								claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg, cross examination of the named Nektar				claims and to cross examine Nektar witness (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL
Trial Exh 1318	3/11/2023	Nektar00000088281	Nektar00000088281		Email from Chess re Board meeting		Robin	witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross			403; Relevance (401/402); MIL Lack of Foundation/Personal	is opposed. Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to Lilly defenses and
Trial Exh 1319	2/12/2022	Nektar00000936183	Nektar00000936187		Text messages in 3/2023 between Jue and Sasaki		Other Nektar Witness	examination of the named Nektar			Knowledge (104/602); Relevance (401/402)	to rebut Nektar claims. (see Rules 401,
		Nektar0000930183	Nektar000093618/		1ext messages in 3/2025 between Jue and Sasaki	Ramseyer; Nirula; Skovrosnky; Ashrafzadeh; Klekotka; Pfeifer; Mostaghimi; Robbins	Other Nektar Witness	witness(es). Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and	Reievance (401/402)	1402).
Trial Exh 1325	3/16/2023	11 Y02449145	LI Y02449182	Development Safety Update Report for REZPEG	Email from J. Huckstep to D. Skovensky ze Briefing decks for meeting with Howard Robin (Noktar CEO) (Rezpegalde-deckin Summary of SLF and AD) Readouts slides and Nektar Lengal Undate for Dan Siles.		Skovronsky, Nirula, Huckstep	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.		balance favors admissibility.	Henray (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, sor).
Inai Exh 1328	3/22/2023	11.102449145	11.702449182		Update for Dan sitoes)		Skovonsky, Nituia, Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar			Picarsay (802)	The exhibit is relevant to rebut Nektar
Trial Exh 1329	3/22/2023	Nektar00000300440	Nektar00000300441		Email from Ruddock re 3.22 Discussion Slides for Aligos Meeting	8	Ruddock, Zalevsky, Robin	witness(es).			Relevance (401/402)	witness (see Rules 401, 402).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MIL is
Trial Exh 1330	3/22/2023	Nektar00000871657 LLY02428784	Nektar00000871658 LLY02428785		Email from Tagliaferri re Rezpeg Revitalization Plan	Schmitz; Rao	Zalevsky, Ruddock	witness(es). Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.	Relevance (401/402); MIL	opposed.
Trial Exh 1331	3/23/2023	LLY02428610	LLY02428610	Team: Chat Messages - Andy Wey; Carsten Schmitz; Lei Shen; Selina Estwick		Schmitz; Rao		covenant of good faith and fair dealing Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL: hearsny; not relevant; no foundation / personal knowledge.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg and		
Trial Exh 1332	3/23/2023			Teams chat between Carsten Schmitz and Andy Wey						obligation and development of Rezpeg and comparable drugs; admissible under Rules 702/703.		

	3/23/2023			Nektar Title/ Description	Lily Title/Description			Relevant to collaboration development decisions to defend				
	3/23/2023							development decisions to defend				
	3/23/2023							development decisions to detend				
	3/23/2023							against Nektar's breach of contra-	t t			
	3/23/2023							claims; Rebut and defend against Nektar's claim that Lilly failed to				Not hearsay (Rule 801) and/or hearsay
	3/23/2023							use commercially reasonable				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804
rial Exh 1334		LLY02435997	LLY02436007		Text conversation with Dan		Nirula	efforts to develop Rezpeg.			Hearsay (802)	807).
Yial Exh 1334								Rebut and defend against Nektar' claim that Lilly failed to use	s			
rial Exh 1334								commercially reasonable efforts to				
rial Exh 1334								develop Rezpeg; Relevant to jury				
Trial Exh 1334								understanding of termination, a key issue relevant to parties'				
	3/23/2023	LLY02468698	LLY02468708		Text messages between D. Skovronsky and A. Nirula		Nirula, Skovronsky	claims and defenses.			Error, Exhibit Not Provided	Exhibit has been supplemented.
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will b
Trial Exh 1335	3/23/2023	Nektar00000290130	Nektar00000290140		Tat email attaching 2023-2026 financial models		Other Nektar Witness	examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
					_			Relevant to the jury's				The exhibit is relevant to Lilly defenses
					Email from M. Tgaliaferri to J. Zalevsky re: DRAFT Corporate			understanding of termination, a a key issue relevant to parties'				rebutting Nektar claims, and cross- examination of named Nektar witnesse
frial Exh 1341	3/24/2023	Nektar00001393808	Nektar00001393812		Goals and Board Agen		Tagliaferri, Zalevsky	claims and defenses.			Relevance (401/402)	(see Rules 401 402)
								Relevant to the jury's				The exhibit is relevant to Lilly defenses rebutting Nektar claims, and cross-
					Email from M. Wilson re: DRAFT 2023 Corporate Goals and		Robin, Ruddock, Zalevsky,	understanding of termination, a a key issue relevant to parties'				rebutting Nektar claims, and cross- examination of named Nektar witnesses
frial Exh 1342	3/24/2023	Nektar00001393815	Nektar00001393817		Board Agenda		Tagliaferri, Kotzin	claims and defenses.			Relevance (401/402)	(see Rules 401, 402).
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to	,		1	
								develop Rezpeg; cross			1	The exhibit is relevant to rebut Nektar
Trial Exh 1345	3/27/2023	Nektar00000322754	Nektar00000322967		Email from Ruddock re Follow-up		Ruddock	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
		Nektar00000322734	Nektar00000871629			Tagliaferri; Zalevsky; Kotzin		Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible		
								of contract and the implied	knowledge; subject to MIL.	for non-hearsay purpose and/or subject to		
								covenant of good faith and fair dealing		hearsay exception under Rules 803/807; foundation and knowledge will be	1	
				Email from Tagliaferri to Jonathan Zalevsky re: FW:				-		established at trial; not subject to MIL;		
Trial Exh 1347	3/27/2023	LLY01283023	LLY01283090	[EXTERNAL] Re: BOD Meeting		Ramseyer, Nirula;		Proof of Lilly's liability for breach	n Not relevant.	Nektar opposes MIL. Relevant to Lilly's CRE obligation and	 	1
		11.101283023	12.101283090			Skovrosnky: Ashrafzadeh:		of contract and the implied	Not relevant.	development of Rezpeg and comparator		
						Klekotka; Pfeifer; Mostaghimi;		covenant of good faith and fair		drugs.		
Trial Exh 1348	3/30/2023			Investigator's Brochure for CD200R		Robbins		dealing; proof of damages caused by Lilly's breaches				
INCLESS LONG	3/ 3/0/ 2/02/3	LLY01284655	LLY01284722	michigan a Diochaic for CD2000		Ramseyer; Nirula;		Proof of Lilly's liability for breach	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and		
						Skovrosnky; Ashrafzadeh;		of contract and the implied		development of Rezpeg and comparator		
						Klekotka; Pfeifer; Mostaghimi; Robbins		covenant of good faith and fair dealing; proof of damages caused		drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and		
Trial Exh 1350	4/3/2023			Investigator's Brochure CD200R				by Lilly's breaches		balance favore admireibility		
		LLY02429011	LLY02429011			Schmitz		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; not relevant.	Nektar opposes MIL; relevant to Lilly's CRE obligation and development of		
								covenant of good faith and fair		Rezpeg and comparator drugs.		
frial Exh 1353	4/11/2023			Teams chat between Carsten Schmitz and Dipak Patel				dealing				
												The exhibit is relevant to Lilly defenses rebutting Nektar claims, and cross-
												examination of named Nektar witnesses
								Relevant to the jury's				(see Rules 401, 402). No unfair
								understanding of termination, a a key issue relevant to parties'				prejudice and balance favors admissibility (see Rules 401, 403). MII
Frial Exh 1355	4/16/2023	Nektar00000735424	Nektar00000735425		Email from J. Ruddock re: Employee Email from Howard		Ruddock, Robin	claims and defenses.			Relevance (401/402); 403; MII.	is opposed.
								Rebut and defend against Nektar'				The exhibit is relevant to Lilly defenses rebutting Nektar claims, and cross-
								claim that Lilly failed to use	*			examination of named Nektar witnesses
								commercially reasonable efforts to				(see Rules 401, 402). No unfair
					Nektar Therapeutics Announces Strategic Reprioritization and			develop Rezpeg; Cross examination of the named Nektar				prejudice and balance favors admissibility (see Rules 401, 403). MII
Frial Exh 1356	4/17/2023	N/A	N/A		Cost Restructuring Plan		Franke, Robin	witness(es)			Relevance (401/402); 403; MII.	is opposed.
								Rebut and defend against Nektar' claim that Lilly failed to use	s			
								commercially reasonable efforts to				The exhibit is relevant to rebut Nektar
								develop Rezpeg; cross				claims and to cross examine Nektar witness (see Rules 401, 402). MIL is
Trial Exh 1357	4/20/2023	Nektar00000870942	Nektar00000870943		Email from Ruddock re PureTech		Ruddock, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); MIL	witness (see Rules 401, 402). MIL is
					***************************************			Rebut and defend against Nektar				The exhibit is relevant to rebut Nektar
							Robin, Ruddock, Zalevsky,	allegations of damages or other harm: cross examination of the			1	claims and to cross examine Nektar witness (see Rules 401, 402). MIL is
Trial Exh 1358	4/20/2023	Nektar00000870950	Nektar00000870951		Email from Tagliaferri re PureTech Discussion		Robin, Ruddock, Zalevsky, Marais	harm; cross examination of the named Nektar witness(es).			Relevance (401/402); MIL	witness (see Rules 401, 402). MIL is opposed.
					-			Rebut and defend against Nektar'	s			
								claim that Lilly failed to use commercially reasonable efforts to				Not hearsay (Rule 801) and/or hearsay
								develop Rezpeg; cross	1			exception applies (see Rules 803, 804,
frial Exh 1360	401000	Nektar00000100409	N. 1				Ruddock, Robin, Zalevsky	examination of the named Nektar witness(es).				807); Exhibit has been supplemented
180 EXT 1300	4/21/2023	rvektar00000100409	rvektar00000100410		Email from J. Ruddock re REZPEG atopic dermatitis (2:30pm ET)		Kuudock, Konn, Zalevsky	witness(es). Rebut and defend against Nektar'	s		ricarsay (802); Incomplete (106	for completion or Exhibit is complete.
								claim that Lilly failed to use			1	
								commercially reasonable efforts to develop Rezpeg; cross			1	
								examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will be
frial Exh 1364	4/25/2023	Nektar00000607863	Nektar00000607866		Jue email re Rezpeg P2 Atopic Derm Study		Other Nektar Witness	witness(es).			Knowledge (104/602)	established at trial (see Rule 602).
											1	Not hearsay (Rule 801) and/or hearsay
											1	exception applies (see Rules 803, 804,
								Rebut and defend against Nektar	s		1	807). Foundation/personal knowledge
								claim that Lilly failed to use commercially reasonable efforts to	,			will be established at trial (see Rule 602). MIL is opposed. The exhibit is
								develop Rezpeg; rebut and defend	1			relevant to Lilly defenses, to rebut
II.								against Nektar allegations of damages or other harm; cross			Hearsay (802); Lack of Foundation/Personal	Nektar claims, to witness credibility, and to CRE (see Rules 401, 402). No
								examination of the named Nektar			Knowledge (104/602); MIL;	unfair prejudice and balance favors
	4/26/2023	PureTech_00024543 LLY02427334	PureTech_00024550		Email from Kafka re PTH Commercial Perspective on 358	Robbins: Nirula: Skovrosnky	Krueger, Robin, Marais	witness(es).	h No foundation / personal knowledge.	F 12 11 11 W	Relevance (401/402); 403	unfair prejudice and balance favors admissibility (see Rules 401, 403).
Frial Exh 1365		La.Y024Z/334	La. 10242/344			Koobins; Nirula; Skovrosnky		Proof of Lilly's liability for breach of contract and the implied	n ivo toundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules		
rial Exh 1365			1	L	İ			covenant of good faith and fair		702/703.	1	
				PowerPoint titled GITR Antagonist (LY3844583) PIC Visit 2: PoC								
	4/27/2023			PowerPoint titled GITR Antagonist (LY3844583) PIC Visit 2: PoC Trial Design and Budget Approval				dealing				
				PowerPoint titled GHR Antagonist (LYS844583) PIC Visst 2: PoC Trial Design and Budget Approval				dealing Relevant to jury understanding of clinical development and				No unfair prejudice and balance favors
				PowerFount titled GH K Antagonast (LYS844585) P.C. Visst 2: Poc. Trial Design and Budget Approval				dealing Relevant to jury understanding of clinical development and competitive landscape, key issues				admissibility (see Rules 401-403). The
				PowerPoint titled GHX Antagonist (LY S844385) PK. Visit 2: Pol. Trial Design and Budget Approval	Gabrielle Masson, Amgen cuts lupus programs for futility hours			dealing Relevant to jury understanding of clinical development and				

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Jac			Anapion				Rebut and defend against Nektar's claim that Lilly failed to use	s			
								commercially reasonable efforts to develop Rezpeg: cross	,			The exhibit is relevant to rebut Nektar
								examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1369	4/27/2023	Nektar00000233950	Nektar00000233951		Email from Zalevsky re dosing scheme for AtD study	+	Zatevsky	witness(es). Rebut and defend against Nektar's	s		Relevance (401/402)	witness (see Rules 401, 402).
								claim that Lilly failed to use commercially reasonable efforts to				
					Email from Tagliaferri re Eli LillyTimeline for Delivering Rezpeg			develop Rezpeg; cross examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 1370	4/27/2023	Nektar00000524602	Nektar00000524605		Documents to Nektar		Other Nektar Witness	witness(es). Relevant to Lilly's efforts,			Knowledge (104/602)	established at trial (see Rule 602).
								expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1371	4/27/2023	LLY02428153	LLY02428157		Portfolio Investment Council Meeting Minutes		Pfeifer, Nirula, Skovronsky	Agreement standard. Rebut and defend against Nektar':			Hearsay (802); MIL	807). MIL is opposed.
								claim that Lilly failed to use commercially reasonable efforts to				The exhibit is relevant to rebut Nektar
								develop Rezpeg; cross	,			claims and to cross examine Nektar
Trial Exh 1376	4/28/2023	Nektar00000992156 Nektar00000300411	Nektar00000992159		Email from Ross re PureTech proposal		Robin, Ruddock	examination of the named Nektar witness(es).			Relevance (401/402); MIL	witness (see Rules 401, 402). MIL is opposed.
		Nektar00000300411	Nektar00000300415						Not relevant; hearsay; no foundation / personal knowledge; subject to MIL.	Relevant to damages and Nektar's expectations; not hearsay under Rule 801;		
										admissible for non-hearsay nurnose and/or		
										subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under		
				Email from DocuSign System to Jonathan Zalevsky re: [EXTERNAL] Completed: Complete with DocuSign: Att 1 Q123						Rules 702/703; not subject to MIL; Nektar		
Trial Exh 1377	4/30/2023	LLY02219141	LLY02219239	Review of EC Performance Grant Triggers		Ramseyer; Nirula;		Proof of Lilly's liability for breach	Not relevant; subject to MIL; no foundation	opposes MIL. Relevant to Lilly's CRE obligation and		
						Skovrosnky; Ashrafzadeh; Klekotka; Pfeifer; Mostaghimi		of contract and the implied covenant of good faith and fair	/ personal knowledge.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
						Robbins		dealing		MIL; foundation and knowledge will be		
Trial Exh 1380	5/1/2023			Investigator's Brochure Lebrikizumab						established at trial; admissible under Rules 702/703.		
								Rebut and defend against Nektar's claim that Lilly failed to use	s			
								commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1383	5/4/2023	Nektar00000870775	Nektar00000870776		Email from Tagliaferri re Publications and Lilly		Zalevsky, Ruddock	witness(es). Rebut and defend against Nektar's			Relevance (401/402)	witness (see Rules 401, 402). The exhibit is relevant to rebut Nektar
								claim that Lilly failed to use commercially reasonable efforts to				claims and to cross examine Nektar witness (see Rules 401, 402). No unfair
								develop Rezpeg; cross				prejudice and balance favors
Trial Exh 1384	5/4/2023		Nektar00000943991		Robin Zalevsky Text messages		Robin, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); 403; MIL	admissibility (see Rules 401, 403). MII. is opposed.
		LLY02446543	LLY02446826			Jonsson; Nirula		Proof of Lilly's liability for breach of contract and breach of the	No foundation / personal knowledge; subject to MIL; not relevant.	Foundation and knowledge will be established at trial; not subject to MIL;		
				Email from Michael Sprengnether to Patrik Jonsson, Ajay Nirula				implied covenant of good faith and fair dealing; proof of damages for	d	Nektar opposes MIL; relevant to Lilly's CRE obligation and development of		
Trial Exh 1385	5/5/2023			re: BAML Healthcare Conference Prep Materials				Lilly's breaches		Rezpeg and comparator drugs.		
								Rebut and defend against Nektar's claim that Lilly failed to use	s			No unfair prejudice and balance favors
								commercially reasonable efforts to develop Rezpeg; cross				admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar
Trial Exh 1388	5/9/2023	N/A			Nektar Therapeutics FQ1 2023 Earnings Call Transcript		Robin, Zalevsky	examination of the named Nektar witness(es).			403; Relevance (401/402); MIL	claims and to CRE (see Rules 401,
1100 1200 1200	3/3/2023	1021			Team The aponto 1 Q1 2023 Lanning Can Transcript		Month, Zanc tony	Rebut and defend against Nektar's	s		HOU, REICHARCE (HOU HOL), MILL	
								claim that Lilly failed to use commercially reasonable efforts to				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The
								develop Rezpeg; cross examination of the named Nektar				exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401.
Trial Exh 1389	5/9/2023	N/A			Nektar Therapeutics FQ1 2023 Earnings Call Transcripts		Robin	witness(es). Rebut and defend against Nektar's			403; Relevance (401/402); MIL	402). MIL is opposed.
								claim that Lilly failed to use	ì			
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1390	5/15/2023	Nektar00000870463			Email from Wilson re Gritstone/Nektar - Management Presentatio	a	Ruddock, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); MIL	witness (see Rules 401, 402). MIL is opposed.
		LLY00904087	LLY00904129			Ramseyer; Nirula; Skovrosnky: Ashrafzadeh:		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Regner and comparator		
						Klekotka; Pfeifer; Mostaghimi Robbins		covenant of good faith and fair	, p	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MII.; foundation and knowledge will be		
				Email from Jennifer Lynn Workman to Randall Boon and others		KODDINS		dealing		established at trial; admissible under Rules		
Trial Exh 1391	5/16/2023		1	re: RE: SLE-BRAVE Virtual Training		+		Rebut and defend against Nektar's	s	702/703.	1	
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1392	5/16/2023	Nektar00000091557	Nektar00000091563		Mueller email re Ph2 material		Huckstep, Ruddock	examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807).
1						Skovrosnky; Nirula; Schmitz; Klekotka; Mostaghimi;		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
						Robbins		covenant of good faith and fair dealing		drugs; not subject to MIL; Nektar opposes MIL; not hearsay under Rule 801;		
				Article titled Safety of Lebrikizumab in Adults and Adolescents						admissible for non-hearsay purpose and/or		
				with Moderate-to-Severe Atopic Dermatitis: An Integrated						subject to hearsay exception under Rules 803/807; admissible under Rules 702/703.		
Trial Exh 1393	5/17/2023	Nektar00000101101	Nektar00000101113	Analysis of Eight Clinical Trials		Zalevsky; Christin Fanton; Yu		Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible		
				Email from Jonathan Zalevsky to Fanton, Yi Liu, Danni Yu, Brian		Kotzin		of contract and breach of the implied covenant of good faith and	knowledge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Trial Exh 1394	5/19/2023			Kotzin, Sohail Chaudry re: Nektar Atopic Dermatitis Abstract for EADV for review				fair dealing		foundation and knowledge will be established at trial.		
mai ext 1394	5/19/2023	Nektar00000739939	Nektar00000740011	EALTY OF TOMOW		Ruddock; Robin; Sasaki; Rao		Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible		
								of contract and the implied covenant of good faith and fair	knowledge; not relevant.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
								dealing; proof of damages caused by Lilly's breaches		foundation and knowledge will be established at trial; admissible under Rules		
								, ,,		702/703; relevant to Lilly's CRE obligation and development of Rezpeg and		
				Email from Jennifer Ruddock to Tanya Laeha re: New Folder for						obligation and development of Rezpeg and comparator drugs; relevant to damages	1	
Trial Exh 1395	5/19/2023	LLY00720621	LLY00720622	Kiniksa VDR		Robbins		Proof of Lilly's liability for breach	No foundation / personal knowledge;	Admissible under Rules 702/703;		
								of contract and breach of the implied covenant of good faith and	hearsay.	foundation will be established at trial; not hearsay under Rule 801: admissible for		
				Email from Heng Zou re: Re: [EXTERNAL] 20230522: urgent				fair dealing		non-hearsay purpose and/or subject to		
Trial Exh 1398	5/22/2023	1	1	question for EADV abstract	1				1	hearsay exception under Rules 803/807.	1	1

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date	LLY02429128	LLY02429128	Steam After Description	Lay True/Description	Schmitz; Huckstep		Proof of Lilly's liability for breach	Subject to MIL.	Nektar opposes MIL.		
Irial Exh 1399	5/23/2023			Teams chat between Carsten Schmitz and Jeremy Huckstep				of contract and the implied covenant of good faith and fair dealing				
		LLY00907905	LLY00907905			Zou; Yu; Zalevsky		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible		
								covenant of good faith and fair	kinowiedge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Trial Exh 1403	5/23/2023	3		Email from Heng Zou to Danni Yu, Yi Liu, Qing Zheng re: Re: [EXTERNAL] 20230522: urgent question for EADV abstract				dealing		foundation and knowledge will be established at trial.		
		LLY02238229	LLY02238231	Email from Heng Zou to Qing Zheng, Yi Liu, Jonathan Zalevsky		Zou; Yu; Zalevsky		Proof of Lilly's liability for breach of contract and the implied	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
T. 15 1 1404	5/24/2023			re: Re: [EXTERNAL] 20230522: urgent question for EADV				covenant of good faith and fair		hearsay exception under Rules 803/807.		
Trial Exh 1404	5/24/2023	LLY00902914	LLY00902929	abstract		ICON (Rylance); Zou;		Proof of Lilly's liability for breach	Hearsay; no foundation/personal knowledge	Not hearsay under Rule 801; admissible		
						Schmitz; Manner		of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Trial Exh 1406	5/25/2023			Email from Heng Zou to Jordan Bauer re: Re: [EXTERNAL] KFAD - Client's new/update-requests				dealing		foundation and knowledge will be established at trial.		
		LLY00908039	LLY00908052			Zou; Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible		
								covenant of good faith and fair	kitowiedge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
Trial Exh 1408	5/25/2023	3		Email from Heng Zou to Jordan Bauer re: Re: [EXTERNAL] KFAD - Client's new/update-requests				dealing		foundation and knowledge will be established at trial.		
		LLY00902892	LLY00902906			Manner, Schmitz; Zou		of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
				Email from David Manner to Carsten Schmitz re: RE:				covenant of good faith and fair dealing		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be		
Trial Exh 1409	5/25/2023			[EXTERNAL] KFAD - Client's new/update-requests						established at trial.		
		LLY00904263	LLY00904264			Ramseyer		of contract and breach of the	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Lilly's CRE obligations and development		
								implied covenant of good faith and fair dealing	1	of Rezpeg and comparator drugs; not prejudicial or confusing, and Rule 403		
Trial Exh 1410	5/25/2023	LLY02221398	LLY02221401	RE: Personnel Announcement - Kati Ramseyer		7 V			U	balance favors admissibility. Not hearsay under Rule 801; admissible		
		14.102221398	14.102221401			Zou; Yu		Proof of Lilly's liability for breach of contract and the implied	recausity.	for non-hearsay purpose and/or subject to	1	
Trial Exh 1411	5/26/2023	3	1	Email from Heng Zou to Danni Yu re: Re: [EXTERNAL] 20230522: urgent question for EADV abstract				covenant of good faith and fair dealing		hearsay exception under Rules 803/807.	1	
				·				Rebut and defend against Nektar's claim that Lilly failed to use				
			1					commercially reasonable efforts to			1	The exhibit is relevant to rebut Nektar
								develop Rezpeg; cross examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1412	5/29/2023	Nektar00000943992	Nektar00000943993		Robin Zalevsky Text messages		Robin, Zalevsky	witness(es).			Relevance (401/402)	witness (see Rules 401, 402). Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's				exception applies (see Rules 803, 804, 807). No unfair prejudice and balance
								claim that Lilly failed to use				favors admissibility (see Rules 401,
								commercially reasonable efforts to develop Rezpeg; cross				403). The exhibit is relevant to rebut Nektar claims and to cross examine
Trial Exh 1413	5/31/2023	Nektar00000152351	Nektar00000152356		Email from Ruddock re Correction to sf biz times		Ruddock	examination of the named Nektar witness(es).			Hearsay (802); 403; Relevance (401/402); MIL	Nektar witness (see Rules 401, 402). MIL is opposed.
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Relevant to				
								Lilly's efforts, expertise, and resources to develop Rezper or				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1415	6/4/2022	LLY02431339	LLY02431339		Teams chat from D. Manner		E 1 - 1 - 1	other relevant drugs relevant under the License Agreement standard.	r		Hearsay (802)	exception applies (see Rules 803, 804,
Inai Ext 1415	6/4/2023	LL102431339	LL102431339		Jeans chat from D. Manner		Schmitz	Rebut and defend against Nektar's	4		Hearsay (802)	807).
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1418	6/7/2023	Nektar00000950370	Nektar00000950370		Email from Tagliaferri re PPD Discussion		Robin, Zalevsky	witness(es).			Relevance (401/402)	witness (see Rules 401, 402).
								Rebut and defend against Nektar's				Exhibit has been supplemented for completion or Exhibit is complete;
								claim that Lilly failed to use commercially reasonable efforts to			Incomplete (106): Lack of	Foundation/personal knowledge will be established at trial (see Rule 602): The
								develop Rezpeg; cross examination of the named Nektar			Foundation/Personal Knowledge (104/602);	exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and CRE (see
Trial Exh 1421	6/12/2023	Nektar00000602356	Nektar00000602373		Change Order #1 to Scope of Work #38		Ruddock	witness(es).			Relevance (401/402)	Rules 401, 402).
			1					Rebut and defend against Nektar's claim that Lilly failed to use	1		1	
								commercially reasonable efforts to develop Rezpeg; cross	1			The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1422	6/13/2023	Nektar00000992521	Nektar00000992527		Email from Ziaee re Aligos_Nektar (aka Project Honeybee) — Data Rooms		Ruddock, Robin, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); MIL	witness (see Rules 401, 402). MIL is opposed.
		LLY00905858	LLY00905877			Schmitz	,,	Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
			1					covenant of good faith and fair	- Augu-	hearsay exception under Rules 803/807:	1	
Trial Exh 1423	6/20/2023	3		Email from Carsten Schmitz to Joanne Foster, Deepu Pillai re: RE: [EXTERNAL] KFAD - Client's new/update-requests				dealing		foundation and knowledge will be established at trial.		
		Nektar00000654071	Nektar00000654092			Yu; Zalevsky; Kotzin; Tagliaferri; Mostaghimi;		of contract and the implied	Hearsay; no foundation / personal knowledge; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
			1			Robbins		covenant of good faith and fair dealing		hearsay exception under Rules 803/807; foundation and knowledge will be	1	
			1							established at trial; admissible under Rule 702/703; relevant to Lilly's CRE		
Trial Exh 1424	6/20/2023	3		Email from Yi Liu to Heng Xu, Danni Yu, and others re: RE: 255& RezPeg touch base						obligation and development of Rezpeg. Relevant to Lilly's CRE obligation and		
		LLY00906914	LLY00906978			Schmitz; Robbins; Mostaghim		Proof of Lilly's liability for breach of contract and the implied	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
Trial Exh 1425	6/21/2023			Email from Carsten Schmitz to Anja Koester re: CD200 IB				covenant of good faith and fair dealing		drugs.		
comment stad	G-21/20/23			Caracti scinnis. to Anja Roestei (c. CD200 IB				Relevant to collaboration				
								development decisions to defend against Nektar's breach of contrac	t			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1426	6/21/2023	LLY02197528 LLY00903308	LLY02197545 LLY00903308		J. Huckstep email attaching Lilly letter re TMF materials	Zou; Manner	Huckstep	claims Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and	Hearsay (802)	807).
								of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Trial Exh 1431	6/23/2023			Email from David Manner to Heng Zou re: RE: 1:1				dealing				
		LLY00906256	LLY00906264			Klekotka; Schmitz; Zou; Manner		of contract and the implied	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and		
Trial Exh 1433	6/26/2023		1	Email from Jordan Bauer to multiple recipients re: RE: [EXTERNAL] Question about EASI Score Calculations in KFAD				covenant of good faith and fair dealing		knowledge will be established at trial.		
	G-20F2023	LLY02454301	LLY02454307			Huckstep; Manner; Zou		Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and		
			1	Email from Joanne Foster to Emily Decker Voss, Jennifer Gerrard, Jeremy Huckstep, David Manner, Vasim Raja re: RE: KFAD Raw				of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Trial Exh 1435	6/27/2023	8		Data				dealing			1	

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness		Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
							Ashrafzadeh, Kotzin, and	Rebut and defend against Nektar' claim that Lilly failed to use commercially reasonable efforts to	s			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1436	6/28/2023	LLY00902876	LLY00902877		Email from D. Manner to C. Schmitz re: KFAD EASI Issue		Schmitz	develop Rezpeg. Rebut and defend against Nektar			Hearsay (802)	807).
								claim that Lilly failed to use	s			The exhibit is relevant to witness credibility, and cross-examination of
								commercially reasonable efforts to				named Nektar witnesses (see Rules 401 402). No unfair prejudice and balance
								develop Rezpeg; Cross examination of the named Nektar				favors admissibility (see Rules 401,
Trial Exh 1439	6/30/2023	Nektar00000956360 Nektar00000300334	Nektar00000956362 Nektar00000300337		Document Preservation Notice	Ruddock; Zalevsky; Robbins;	Wilson	witness(es) Proof of Lilly's liability for breach	No foundation / personal knowledge;	Not hearsay under Rule 801; admissible	Relevance (401/402); 403	403).
						Rao		of contract and the implied covenant of good faith and fair	hearsay; subject to MIL.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807:		
								dealing; proof of damages for		foundation and knowledge will be		
								Lilly's breaches		established at trial; admissible under Rule 702/703; not subject to MIL; Nektar	s	
Trial Exh 1441	7/13/2023		Nektar00000079070	Performance Grant Triggers		Zalevsky: Ruddock: Kotzin:				opposes MIL.		
		Nektar000000/9008	Nektar00000079070			Nirula: Skoyrosnky: Jonsson:		of contract and the implied	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
						Ashrafzadeh; Schmitz; Manner: Murray: Ramseyer:		covenant of good faith and fair dealing		hearsay exception under Rules 803/807; foundation and knowledge will be		
						Pfeifer; Robbins; Mostaghimi				established at trial; admissible under Rule 702/703	s	
Trial Exh 1442	7/13/2023			Email from Charlene Jue to Bohra Sulochana re: 358 2023 DSUR				Rebut and defend against Nektar'	s	702/703.		
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
Trial Exh 1443	7/13/2023	Nektar00000526934	Nektar00000526951		Hazelitt email re Nektar I AnalysisMate SOW next steps		Other Nektar Witness	examination of the named Nektar witness(es)			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
		LLY01285192	LLY01285246		, , , , , , , , , , , , , , , , , , , ,	Nirula; Evans; Skovrosnky;			Not relevant; cumulative or duplicative; no	Relevant to Lilly's CRE obligation and	, , , , , , , , , , , , , , , , , , , ,	
						Robbins		of contract and the implied covenant of good faith and fair	foundation / personal knowledge.	development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
								dealing		objection can be addressed at trial and balance favors admissibility; foundation		
										and personal knowledge will be		
Trial Exh 1444	7/14/2023			Investigator's Brochure GITR Antagonist Antibody						established at trial; admissible under Rule 702/703.	s	
1188 228 1777	7/14/2023	LLY00900361	LLY00900361	investigator a Procurate Cirie Autagonia, Autobary		Jonsson; Huckstep			Not relevant; subject to MIL; no foundation	Relevant to Lilly's CRE obligation and		
								of contract and the implied covenant of good faith and fair	/ personal knowledge.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
Trial Exh 1445	7/17/2023			Excel file: OAM Alliance Overview_July_ 2023				dealing		MII.; foundation and personal knowledge will be established at trial.		
mar Extr 1443	7/11/2023	LLY02474867	LLY02474867	Excernic. OAM Anance Overview_July_2023		Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	n Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and		
						Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative		
Trial Exh 1446	7/17/2023					Pfeifer; Robbins		dealing		objection can be addressed at trial and balance favors admissibility		
Inal Exh 1446	7/17/2023			Anti-BTLA Agonist/Venanprubart - Phase 1 Psoriasis - CSR Sync	psis			Rebut and defend against Nektar	s	barance ravors admissibility		
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross	,			The exhibit is relevant to rebut Nektar
Trial Exh 1448 Trial Exh 1450	7/18/2023	Nektar00000151928	Nektar00000151929		Email from Tagliaferri re Graphic One Page Educational Pamphlet for ISRs	t	Ruddock	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1450	7/28/2023	LLY02219241 LLY00903619	LLY02219245 LLY00903620	Carsten Schmitz's resume		Schmitz Manner		Background Proof of Lilly's liability for breac	Not relevant. No foundation / personal knowledge: no	Relevant background. Foundation and knowledge will be		
		11.100903019	12.100903020			Maintei		of contract and the implied	authentication.	established at trial; exhibit authenticated		
Trial Exh 1453	7/31/2023			Oversight of Data Integrity for Statistical Sciences (attachment to LLY00903608)				covenant of good faith and fair dealing		by virtue of it being produced by Lilly in response to Nektar production requests.		
		LLY00902966	LLY00902967			Manner; Zou		Proof of Lilly's liability for breach of contract and the implied	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
				Email from David Manner to Heng Zou re: RE: [EXTERNAL]				covenant of good faith and fair		development of Rezpeg.		
Trial Exh 1454	8/4/2023	LLY00902378	LLY00902392	Question about PASI Score Calculations in KFAC		Manner: Zou: Schmitz:		Proof of Lilly's liability for breach	h Hearsay; no foundation / personal	Not hearsay under Rule 801: admissible		
						Robbins		of contract and the implied	knowledge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
								covenant of good faith and fair dealing		foundation and knowledge will be		
Trial Exh 1455	8/7/2023			Email from Carsten Schmitz to David Manner re: RE: [EXTERNAL] KFAD - Client's new/update-requests						established at trial; admissible under Rule 702/703	s	
1188 238 1433	0///2023	LLY02430657	LLY02430657	partial trial to the chemical new apartic requests		Huckstep; Ramseyer		Proof of Lilly's liability for breach	Subject to MIL; hearsay; no foundation /	Nektar opposes MIL; not hearsay under		
								of contract and the implied covenant of good faith and fair	personal knowledge.	Rule 801; admissible for non-hearsay purpose and/or subject to hearsay		
				Teams chat messages between Jeremy Huckstep and Kathryn				dealing		exception under Rules 803/807; foundation and knowledge will be		
Trial Exh 1456	8/7/2023			Ramseyer						established at trial.		
		LLY02220373	LLY02220373	Email from Patrik Jonsson to multiple recipients re:RE: Nektar		Jonsson; Skovrosnky		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; hearsay.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay		
				Announces Promising New and Corrected Rezpegaldesleukin				covenant of good faith and fair		purpose and/or subject to hearsay		
Trial Exh 1457	8/7/2023			Efficacy Data		Robin; Yu; Kotzin; Tagliaferri		dealing Proof of Lilly's liability for breach	h Hearsay; probative value outweighed by	exception under Rules 803/807. Not hearsay under Rule 801; admissible		
				Press release titled Nektar Announces Promising New and		Ruddock; Zalevsky		of contract and the implied covenant of good faith and fair	unfair prejudice (403).	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				Corrected Rezpegaldesleukin Efficacy Data Which Were				dealing		highly probative, not prejudicial, and Rule		
Trial Exh 1458	8/7/2023			Previously Reported in 2022 and Incorrectly Calculated by Former Collaborator Eli Lilly & Company, August 7, 2023						403 balance favors admissibility.		
		LLY02431347	LLY02431347			Manner, Nirula; Zou		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL.	Nektar opposes MIL.		
								covenant of good faith and fair				
Trial Exh 1459	8/7/2023			Teams chat between David Manner, Ajay Nirula, and others				dealing				
								Rebut and defend against Nektar'	s			
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Relevant to Lilly's efforts, expertise, and				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								resources to develop Rezpee or			Hearsay (802);	807). Foundation/personal knowledge
Trial Exh 1460	8/7/2023	LLY02431078	LLY02431080		Teams chain confirming no raw-to-TFL for phase 1		Manner	other relevant drugs relevant unde the License Agreement standard.	r		Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule 602).
					***************************************		-	Rebut and defend against Nektar'	s		ange (1000)	
								claim that Lilly failed to use commercially reasonable efforts to	2			
					Rezpegaldesleukin (REZPEG) Corrected Phase 1b Dataset of			develop Rezpeg; Cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 1461	8/7/2023	Nektar00000008259	Nektar00000008272		Rezpegaldesleukin (REZPEG) Corrected Phase 1b Dataset of REZPEG in Atopic Dermatitis and Psoriasis slides		Zalevsky	witness(es).			Incomplete (106)	completion or Exhibit is complete.
								Rebut and defend against Nektar' claim that Lilly failed to use	s			The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
								commercially reasonable efforts to				witness (see Rules 401, 402). No unfair
								develop Rezpeg; cross examination of the named Nektar				prejudice and balance favors admissibility (see Rules 401, 403). MII.
Trial Exh 1462	8/7/2023	Nektar00000868960	Nektar00000868961	î	Email from Chovatiya re Press Release is Now Public		Zalevsky, Ruddock	witness(es).			Relevance (401/402); 403; MII	is opposed.

En No		Regin Rates	End Rates			Nobton Cuoncosino Witness	Lilly Sponsoring Witness	Pormoso for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
EX. 140.	Date	Degiii Dates		Nektar Title/ Description	Lily Title/Description		Emy Sponsoring vitness		,		Nektai Objection(s)	Liny's Responses to Objection(s)
		LLY02220363	LL.Y02220363	Email from Joseph E Fletcher to multiple recipients re: Re: Nektar Announces Promising New and Corrected Rezpegaldesleukin		Jonsson; Skovrosnky;		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be		
Trial Exh 1467	8/7/2023	LLY02201949	LLY02201949	Efficacy Data W		Manner, Huckstep		Proof of Lilly's liability for breach	Not relevant.	established at trial. Relevant to Lilly's CRE obligation and		
				Email from Jeremy Huckstep to David Manner re: Re:				of contract and the implied covenant of good faith and fair		development of Rezpeg.		
Trial Exh 1468	8/7/2023	Nektar00000008252	Nektar00000008252	[EXTERNAL] Question about PASI Score Calculations in KFAC		Tagliaferri; Zalevsky; Fanton		dealing Proof of Lilly's liability for breach	No foundation / personal knowledge;	Foundation and knowledge will be		
		Nekiai000000003232	Nektai00000008232			ragnaterii, Zatevsky, Patton		of contract and the implied covenant of good faith and fair	subject to MIL.	established at trial: not subject to MIL:		
Trial Exh 1469	8/7/2023			Email from Sohail Chaudhryto multiple recipients re: Nektar Update on REZPEG				dealing		Nektar opposes MIL.		
		LLY02454376	LLY02454377			Nirula; Jonsson; Skovrosnky		Proof of Lilly's liability for breach of contract and the implied	No foundation / personal knowledge; hearsay.	Foundation and knowledge will be established at trial; not hearsay under Rule	,	
				Email from Lotus Mallbris to Shanthi Sethuraman, Patrik Jonsson re: Re: Nektar Announces Promising New and Corrected				covenant of good faith and fair dealing		801; admissible for non-hearsay purpose and/or subject to hearsay exception under		
Trial Exh 1470	8/7/2023	LLY02428832	LLY02428833	Rezpegaldesleukin Efficacy Data		Schmitz		Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Rules 803/807. Relevant to Lilly's CRE obligation and		
		11.102428832	LL102428833			Schmitz		of contract and the implied	Not resevant; subject to Mil	development of Rezpeg; Nektar opposes MIL.		
Trial Exh 1471	8/8/2023			Teams chat between Carsten Schmitz and Anja Koester				covenant of good faith and fair dealing		MIL.		
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
					Email from Wu re NKTR Flash / Lilly May Have Misrepresented	1		examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1472	8/8/2023	Nektar00000733854	Nektar00000733857		Rezpeg AtD Efficacy, But Does It Matter? / Market Perform		Ruddock	witness(es). Rebut and defend against Nektar			Relevance (401/402)	witness (see Rules 401, 402).
			I		Email from Robin re NKTR - Flash/Lilly May Have			allegations of damages or other harm; cross examination of the				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1473	8/8/2023	Nektar00000733898	Nektar00000733901		Misrepresented Rezpeg AtD Efficacy, But Does It Matter?		Robin, Ruddock, Marais	named Nektar witness(es).			Relevance (401/402)	witness (see Rules 401, 402).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to				Foundation/personal knowledge will be established at trial (see Rule 602); The
								develop Rezpeg; cross			Lack of Foundation/Personal	exhibit is relevant to Lilly's defenses,
Trial Exh 1474	8/10/2023	Nektar00000601321	Nektar00000601323 LLY01282307		Email from Waltz re NKTR ISR Pamphlet v3		Other Nektar Witness	examination of the named Nektar witness(es).			Knowledge (104/602); Relevance (401/402)	rebutting Nektar's claims, and CRE (see Rules 401, 402).
		LLY01282169	LLY01282307			Evans; Skovrosnky; Jonsson; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; cumulative or duplicative; no foundation / personal	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
								covenant of good faith and fair dealing	knowledge.	drugs; not subject to MIL; Nektar opposes MIL; Rule 403 cumulative or duplicative		
								denning		objection can be addressed at trial and		
										balance favors admissibility; foundation and knowledge will be established at trial;		
Trial Exh 1476	8/14/2023			Investigator's Brochure Baricitinib (Olumiant)						admissible under Rules 702/703.		
		Nektar00000600979	Nektar00000600979			Robbins		Proof of Lilly's liability for breach of contract and breach of the	MiL; hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
								implied covenant of good faith and fair dealing		hearsay exception under Rules 803/807; admissible under Rules 702/703; not		
				Email from Wang Waltz to Multiple Recipients re: 23-358-05:				tair dealing		admissible under Rules 702/703; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1478	8/15/2023			PA1 Dated 09Aug2023				Relevant to Lilly's efforts,				Not hearsay (Rule 801) and/or hearsay
								expertise, and resources to develop Rezpeg or other relevant			Hearsay (802);	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
T - 1 F 1 1470	9/5/2023	113003466030	LLY02466977				Nirula, Klekotka	drugs relevant under the License			Foundation/Personal	will be established at trial (see Rule
Trial Exh 1479	9/3/2023	LL102400938	LL102466977		BTLA Board of Directors Meeting slides		Niruia, Kiekotka	Agreement standard. Relevant to Lilly's efforts,			Knowledge (104/602)	602).
								expertise, and resources to develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1480	9/7/2023	LLY01321730	LLY01321738		GITR Antagonist (LY3844583) Request for Phase 2a AtD and Ph2b CMC Funding		Pfeifer, Nirula, Skowonsky	drugs relevant under the License Agreement standard.			Hearsay (802); MIL	exception applies (see Rules 803, 804, 807). MIL is opposed.
					-			Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1481	9/7/2023	LLY02428197	LLY02428199		Portfolio Investment Council Meeting Minutes		Nirula, Skovronsky, Pfeifer	drugs relevant under the License Agreement standard.			Hearsay (802); MIL	exception applies (see Rules 803, 804, 807). MIL is opposed.
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg: cross				The exhibit is relevant to rebut Nektar
Trial Exh 1483	0/12/2023	Nektar00000868333	No. 140-00000000000000000000000000000000000		Email from Tagliaferri re Phase 2b Study Critical Delta to Reach Statistical Significance		Zalevsky, Ruddock	examination of the named Nektar			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
***************************************	×13/2023						marray, rundock	Rebut and defend against Nektar's			(402/402)	
								claim that Lilly failed to use commercially reasonable efforts to				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
			1					develop Rezpeg; cross examination of the named Nektar				witness (see Rules 401, 402). No unfair prejudice and balance favors
Trial Exh 1484	9/15/2023	Nektar00000739690 Nektar00000780877	Nektar00000739692 Nektar00000780884		Email from Ruddock re Leerink note	Sasaki; Rao	Ruddock, Zalevsky	witness(es). Proof of Lilly's liability for breach	No foundation / personal knowledge;	Foundation and knowledge will be	Relevance (401/402); 403	admissibility (see Rules 401, 403).
			1					of contract and breach of the implied covenant of good faith and	hearsay.	established at trial; admissible under Rule 702/703; not hearsay under Rule 801;	s	
								fair dealing; proof of damages for Lilly's breaches		admissible for non-hearsay purpose and/or		
Trial Exh 1485	9/21/2023			Email from Lorin Sasaki re: June 2023 Valuation Model				*******		subject to hearsay exception under Rules 803/807.		
								Rebut and defend against Nektar allegations of damages or other				
Trial Exh 1486	9/21/2023	Nektar00000780877	Nektar00000780884		Email from Sasaki re June 2023 Valuation Model		Other Nektar Witness	harm; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
		Nektar00000780877	Nektar00000780878		T SEMESTAL STANKE	Robbins	THE PARTY OF THE P	Proof of Lilly's liability for breach of contract and breach of the	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible		(AC NUL (OZ).
			1					implied covenant of good faith and	amowicząć.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
			I					fair dealing		admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 1487	9/21/2023			Email from Lorin Sasaki re: June 2023 Valuation Model				Relevant to jury understanding of			-	
								clinical development and competitive landscape, key issues				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The
			1					relevant to parties' claims and				exhibit is relevant to rebut Nektar
Trial Exh 1488	9/23/2023	N/A			Valentina Lykhopiy et al., IL-2 immunotherapy for targeting regulatory T cells in autoimmunity, 24 Genes & Immunity 248		Robbins	defenses; cross-examination of Nektar expert witness			403; Relevance (401/402); MIL	claims and to CRE (see Rules 401, 402). MIL is opposed.
								Rebut and defend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				
			L					examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 1489	9/27/2023	Nektar00000957710	Nektar00000957872	1	REZPEG Protocol No. 23-358-05 Amendment 2.0	-	Krueger, Other Nektar Witness	s witness(es).	ļ		Knowledge (104/602)	established at trial (see Rule 602).

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description			Relevant to Lilly's efforts,				Not hearsay (Rule 801) and/or hearsay
								expertise, and resources to develop Rezpeg or other relevant			Hearsay (802):	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
Trial Exh 1491		LLY02466978	11.Y02467054		BTLA Board of Directors Meeting slides		Nimla Klekotka	drugs relevant under the License Agreement standard.			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule
Inal Exh 1491	10/12/2023	LLY02466978	LLY0246/054		B ILA Board of Directors Meeting slides	Marais	Nirula, Klekotka	Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible	Knowledge (104/602)	602).
								of contract and the implied covenant of good faith and fair	knowledge; probative value outweighed by unfair prejudice (403).	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				Article titled TD Equity Research: Biotechnology - Nektar				dealing; proof of damages caused by Lilly's breaches; witness		Rule 403 balance favors admissibility.		
Trial Exh 1493	10/18/2023			Therapeutics - Takeaways from Meeting with Management				credibility				
								Rebut and defend against Nektar's claim that Lilly failed to use				The exhibit is relevant to rebut Nektar
								commercially reasonable efforts to develop Rezpeg; cross				claims and to cross examine Nektar witness (see Rules 401, 402). No unfair
Trial Exh 1495	10/20/2022	Nektar00000323358	Nalaa-00000222266		DocuSign Email re Att 1 Q3 '23 Review of EC Performance Grant		Ruddock	examination of the named Nektar witness(es).			Relevance (401/402); 403	prejudice and balance favors admissibility (see Rules 401, 403).
Inai Exn 1493	10/30/2023	Nektar00000323358	Nektar00000323300		Triggers FINAL		Ruddock				Relevance (401/402); 403	Exhibit has been supplemented for
								Rebut and defend against Nektar's claim that Lilly failed to use				completion or Exhibit is complete. Foundation/personal knowledge will be
								commercially reasonable efforts to develop Rezpeg; Cross			Incomplete (106); Lack of Foundation/Personal	established at trial (see Rule 602). The exhibit is relevant to Lilly defenses and
								examination of the named Nektar			Knowledge (104/602);	to rebut Nektar claims. (see Rules 401,
Trial Exh 1497	11/3/2023	Nektar00000998118	Nektar00000998243		Medidata Rave Case Report Form (CRF) Completion Guidelines		Mostaghimi, Zalevsky	witness(es). Rebut and defend against Nektar's			Relevance (401/402)	402).
								claim that Lilly failed to use commercially reasonable efforts to				The exhibit is relevant to rebut Nektar
								develop Rezpeg; cross				claims and to cross examine Nektar witness (see Rules 401, 402). No unfai
Trial Exh 1498	11/10/2023	Nektar00000744535	Nektar00000744537		Email from Robin re NKTR - Dropping Coverage Due to Reallocation of Resources / Coverage Dropped		Robin, Ruddock, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); 403	prejudice and balance favors admissibility (see Rules 401, 403).
							1	Rebut and defend against Nektar allegations of damages or other		<u> </u>		The exhibit is relevant to rebut Nektar
Trial Exh 1499	11/21/2027	Nektar00000744617	Nektar00000744619		Email from Wu re Follow-up Materials from Nektar Touchpoint		Ruddock, Zalevsky, Marais	harm; cross examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
11mi EXB 1499	11/21/2023	NEKIMPUUUUU/4461/	ivekia/0000/44019		EMBH HORE WE FE FOROW-UP Materials from Nextar Touchpoint	Nirula; Skovrosnky; Jonsson;	Kuuuock, Zaievsky, Marais	Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and	Kelevafice (401/402)	withese (see Kules 401, 402).
						Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;	1	of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs.		
Trial Exh 1500	12/8/2023			Lilly's Responses to RFP Set 1		Pfeifer	1	dealing; proof of damages caused by Lilly's breaches				
marexn (500	12/8/2023			Lany's responses to KPF Set 1		Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	Not relevant as to certain responses; subject			
						Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;	1	of contract and the implied covenant of good faith and fair	to MIL.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
Trial Exh 1501	12/8/2023			Lilly's Responses to ROG Set 1		Pfeifer		dealing; proof of damages caused by Lilly's breaches		MIL.		
THAT EXIL 1501	12/8/2023			Lany's Responses to ROG Set 1				Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross examination of the named Nektar				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar
Trial Exh 1502	12/8/2023	Nektar00000744260	Nektar00000744262		Email from Sasaki re Updated Budget Presentation		Robin, Ruddock, Zalevsky	witness(es).			Relevance (401/402)	witness (see Rules 401, 402).
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
Trial Exh 1503	12/8/2023	LLY02427447 Nektar00001317592	LLY02427460 Nektor00001317743		GITR Antagonist (LY3844583) Termination of AtD Indication	Skovrosnky: Jonsson	Pfeifer, Nirula, Skovronsky	Agreement standard.	Subject to MIL; probative value outweighed	Not orbine to MII - Nobre	Hearsay (802); MIL	807). MIL is opposed.
		(Vektar00001317392	Nekiai00001317743			Skoviosiiky, Johnson		of contract and the implied	by risk of unfair prejudice (403); not	highly probative and Rule 403 balance		
				Eli Lilly and Company Form 10-K Annual Report for the fiscal				covenant of good faith and fair dealing	relevant.	favors admissibility; relevant to Lilly's CRE obligation and development of		
Trial Exh 1506	12/31/2023	Nektar00000285745	Nektar00000285749	year ended December 31, 2023.		Ruddock: Zalevsky: Robbins:		Proof of Lilly's liability for breach	Not relevant: hearsay: no foundation /	Rezpeg and defenses. Relevant to damages; not hearsay under		
						Rao		of contract and the implied covenant of good faith and fair	personal knowledge; subject to MIL.	Rule 801; admissible for non-hearsay purpose and/or subject to hearsay		
								dealing: proof of damages for		exception under Rules 803/807:		
								Lilly's breaches		foundation and knowledge will be established at trial; admissible under Rule	s	
Trial Exh 1509	1/15/2024			Performance Grant Triggers						702/703; not subject to MIL; Nektar opposes MIL.		
THAT EXIL 1.509	1/13/2024	LLY02472181	LLY02472192	Performance Grant Higgers		Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	No foundation / personal knowledge; Not	Foundation and knowledge will be		
				Safety & Efficacy Quality System - Quality Series		Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair	relevant.	established at trial; admissible under Rule 702/703; relevant to Lilly's CRE	s	
Trial Exh 1510	1/19/2024	LLY02472209	LLY02472229	Third Party Management		Pfeifer; Zou; Mostaghimi Nirula; Skovrosnky; Jonsson;	1	dealing	Not relevant; no foundation / personal	obligation and development of Rezpeg. Relevant to Lilly's CRE obligation and	-	-
				Safata & Efficiency Oscility Septem Charlity Septem 73		Ashrafzadeh; Schmitz; Manner: Murray: Ramsever:	1	of contract and the implied covenant of good faith and fair	knowledge.	development of Rezpeg; admissible under Rules 702/703; foundation and knowledge		
Trial Exh 1512	1/30/2024			Safety & Efficacy Quality System - Quality Series Third Party Oversight Activities Template		Pfeifer; Zou; Mostaghimi		dealing		will be established at trial.		
	1					Krueger	1	Witness credibility; proof of Lilly's liability for breach of	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to witness credibility and Lilly's CRE obligation and development of		
				Article titled Lebrikizumab in Uncontrolled Asthma: Reanalysis in			1	contract and the implied covenant of good faith and fair dealing	-	Rezpeg and comparator drugs; not subject to MII: Nektar onnoses MII: admissible		
Trial Exh 1514	2/6/2024			Article titled Lebrikizumab in Uncontrolled Asthma: Reanalysis in a Well Defined Type 2 Population				pood tame and fall dealing		to MIL; Nektar opposes MIL; admissible under Rules 702/703.		
							1					Not hearsay (Rule 801) and/or hearsay
							1	Relevant to Lilly's efforts,				exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
							1	expertise, and resources to				will be established at trial (see Rule
	1						1	develop Rezpeg or other relevant drugs relevant under the License			Hearsay (802); Foundation/Personal	602). No unfair prejudice and balance favors admissibility (see Rules 401,
Trial Exh 1515	2/22/2074	LLY02467559	LLY02467561		Ucenprubart/CD200R BoD Minutes		Klekotka, Schmitz, Nirula	Agreement standard.			Knowledge (104/602); 403; Relevance (401/402); MIL	403). The exhibit is relevant to CRE (see Rules 401, 402). MIL is opposed.
							, , , , , , , , , ,	Relevant to Lilly's efforts, expertise, and resources to			, as some south	
							1	develop Rezpeg or other relevant				Not hearsay (Rule 801) and/or hearsay
							1	drugs relevant under the License Agreement standard;				exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
							1	Rebut and defend against Nektar's			Hearsay (802); Foundation/Personal	will be established at trial (see Rule 602). The exhibit is relevant to rebut
							1	commercially reasonable efforts to			Knowledge (104/602);	Nektar claims and to CRE (see Rules
Trial Exh 1516	2/22/2024	LLY02467630	LLY02467669		CD200R Agonist Antibody Board of Directors Deck	1	Krueger, Klekotka, Schmitz	develop Rezpeg. Rebut and defend against Nektar's		1	Relevance (401/402); 403; MI	IL 401, 402). MIL is opposed.
							1	claim that Lilly failed to use commercially reasonable efforts to				
							1	develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
Trial Exh 1517	2/27/2024	Nektar00000285576	Nektar00000285577		Email from M. Tagliaferri to J. Ruddock re DERMIRA CASE STUDY		Ruddock	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
	1					Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;	1	Proof of Lilly's liability for breach of contract and the implied	Not relevant as to certain responses; subject to MIL.	development of Rezpeg and comparator		
						Manner; Murray; Ramseyer; Pfeifer	1	covenant of good faith and fair dealing; proof of damages caused		drugs; not subject to MIL; Nektar opposes	•	
Trial Exh 1520	3/4/2024			Lilly's Responses to RFA Set 1		a scatter	1	dealing; proof of damages caused by Lilly's breaches				

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description	Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and		
						Ashrafzadeh; Schmitz;		of contract and the implied		development of Rezpeg and comparator		
						Manner; Murray; Ramseyer; Pfeifer		covenant of good faith and fair dealing; proof of damages caused		drugs.		
Trial Exh 1521	3/7/2024			Lilly's Responses to RFP Set 2				by Lilly's breaches				
								Rebut and defend against Nektar's claim that Lilly failed to use				
					M. Tagliaferri Email attaching REZPEG Executive Committee			commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
					Update with "Rezpegaldesleukin Regulatory Update for Atopic			examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1522	3/12/2024	Nektar00000936123	Nektar00000936123		Dermatitis Phase 2b"		Ruddock, Krueger	witness(es). Rebut and defend against Nektar's			Relevance (401/402)	witness (see Rules 401, 402).
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
								examination of the named Nektar				claims and to cross examine Nektar
Trial Exh 1523	3/12/2024	Nektar00000936124	Nektar00000936124		EC Update Rezpeg slides		Ruddock, Krueger	witness(es). Relevant to jury's understanding of			Relevance (401/402)	witness (see Rules 401, 402).
								Rezpeg's clinical development:				
								Rebut and defend against Nektar's claim that Lilly failed to use				The exhibit is relevant to Lilly defenses.
								commercially reasonable efforts to				rebutting Nektar claims, and cross-
								develop Rezpeg; Cross examination of the named Nektar				examination of named Nektar witnesses (see Rules 401, 402). Exhibit is not
Trial Exh 1524	3/13/2024	Nektar00000936123	Nektar00000936125		Email from M. Tagliaferri re Slides		Tagliaferri, Ruddock	examination of the named Nektar witness(es).			Relevance (401/402); Duplicate	(see Rules 401, 402). Exhibit is not duplicative.
					-		-	Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; cross				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1525	3/15/2024	N/A			Fanton emil re Nektar/Lilly - Transition Requests		Other Nektar Witness	examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807).
						Nirula; Skovrosnky; Jonsson;		Rebut allegations in counterclaims	Not relevant; subject to MIL; no foundation			
		1				Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		Ì	/ personal knowledge.	contains opposing party admissions about Rezpeg's development; Lilly's answer is		İ
		1				Pfeifer		Ì		not subject to a MIL; foundation will be		İ
Trial Exh 1526	3/29/2024	LLY02474871	LLY02474871	Lilly's Answer and Counterclaims		Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	No foundation / personal knowledge; not	laid at trial. Foundation and knowledge will be		
						Ashrafzadeh; Schmitz;		of contract and the implied	relevant.	established at trial: admissible under Rule	s	
						Manner; Murray; Ramseyer; Pfeifer: Robbins		covenant of good faith and fair dealing		702/703; relevant to Lilly's CRE obligation and development of Rezpeg and		
Trial Exh 1527	4/1/2024			Anti-BTLA Agonist/Venanprubart - Phase 2 Lupus - CSR Synopsis				-		comparator drugs.		
						Nirula; Skovrosnky; Jonsson; Ashrafzadeh: Schmitz:		Proof of Lilly's liability for breach of contract and the implied	Not relevant as to certain responses; subject to MIL	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator		
						Manner; Murray; Ramseyer;		covenant of good faith and fair	IO MIL.	drugs; not subject to MIL; Nektar opposes		
	4/24/2024					Pfeifer		dealing; proof of damages caused by Lilly's breaches		MIL.		
Trial Exh 1530	4/24/2024			Lilly's Responses to ROG Set 2		Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	Not relevant as to certain responses; subject	Relevant to Lilly's CRE obligation and		
		1				Ashrafzadeh; Schmitz; Manner: Murray: Ramseyer:		of contract and the implied covenant of good faith and fair	to MIL.	development of Rezpeg and comparator drugs; not subject to MIL: Nektar opposes		
						Pfeifer Nurray; Kamseyer;		dealing; proof of damages caused		MIL.		
Trial Exh 1531	4/26/2024	Nektar00001315983	N. L 0000177777	Lilly's Supplemental Responses to RFA Set 1		W.L. 1. W		by Lilly's breaches	Subject to MIL.	No. 12 and 1997	1	
		Nektar00001315983	Nektar00001316160			Zalevsky; Kotzin; Ruddock; Tagliaferri; Fanton; Robbins		Proof of Lilly's liability for breach of contract and the implied	Subject to Mil	Not subject to MIL; Nektar opposes MIL.		
Trial Exh 1532	4/29/2024	I		D. J. C. C. F. L. D. C.				covenant of good faith and fair				
imai Exh 1532	4/29/2024	1		Development Safety Update Report				dealing Rebut and defend against Nektar's				
		1						claim that Lilly failed to use				
		1						commercially reasonable efforts to develop Rezpeg; cross				İ
Trial Exh 1535		L	L		REZPEG Protocol No. 23-358-05 Amendment 3 (June 6, 2024)			examination of the named Nektar			Lack of Foundation/Personal	Foundation/personal knowledge will be established at trial (see Rule 602).
inal Exh 1535	6/6/2024	Nektar00000957873 Nektar00000957873	Nektar00000958052	1	REZPEM Protocol No. 23-358-05 Amendment 3 (June 6, 2024)	Mostaghimi	Krueger, Other Nektar Witness	Proof of Lilly's liability for breach	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible	Knowledge (104/602)	established at trial (see Rule 602).
								of contract and breach of the implied covenant of good faith and		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		İ
								implied covenant of good faith and fair dealing		admissible under Rules 702/703: not		
	6/10/2024	1		B						subject to MIL; Nektar opposes MIL.		
Trial Exh 1537	6/10/2024	1	-	Rezpegaldesleukin - Protocol Number 23-358-05				Rebut and defend against Nektar's				The exhibit is relevant to Lilly defenses,
		1						claim that Lilly failed to use				rebutting Nektar claims, and cross-
Trial Exh 1538	6/14/2024	N/A	N/A		Nektar Company Conference Presentation Transcript		Zalevsky	commercially reasonable efforts to develop Rezpeg.			Relevance (401/402)	examination of named Nektar witnesses (see Rules 401, 402).
						Nirula; Skovrosnky; Jonsson;		Proof of Lilly's liability for breach	Not relevant.	Relevant to Lilly's CRE obligation and		7
		1				Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair		development of Rezpeg and comparator drugs.		İ
		1				Pfeifer		dealing; proof of damages caused				İ
Trial Exh 1539	6/20/2024	1		Lilly's Responses to RFP Set 3		Nirula: Skovrosnky: Jonsson:		by Lilly's breaches Proof of Lilly's liability for breach	Not relevant as to certain responses; subject	Relevant to Lilly's CRF obligation and	-	
		1				Ashrafzadeh; Schmitz;		of contract and the implied	to MIL.	development of Rezpeg and comparator		İ
						Manner, Murray; Ramseyer; Pfeifer		covenant of good faith and fair dealing; proof of damages caused		drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1541	7/26/2024			Lilly's Responses to RFA Set 2				by Lilly's breaches				
						Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;		of contract and the implied	Not relevant as to certain responses; subject to MIL.	development of Rezpeg and comparator		
						Manner, Murray; Ramseyer;		covenant of good faith and fair		drugs; not subject to MIL; Nektar opposes		
Trial Exh 1542	7/26/2024	I		Lilly's Responses to ROG Set 3		Pfeifer		dealing; proof of damages caused by Lilly's breaches		MIL.		İ
	// AUX AUX 4			and a second of the second of		Ashrafzadeh; Robbins;		Proof of Lilly's liability for breach	Not relevant; subject to MIL; no foundation	Relevant to Lilly's CRE obligation and		
		1				Mostaghimi		of contract and the implied covenant of good faith and fair	/ personal knowledge.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		İ
		1						dealing		MIL: foundation and knowledge will be		İ
Trial Exh 1545	8/1/2024	l .		Saphnelo FDA Label						established at trial; admissible under Rule 702/703.	s	
				1		Krueger		Witness credibility	Hearsay; not relevant; no foundation /	Not hearsay under Rule 801; admissible		
									personal knowledge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803;		
		1		Press Release titled Artax Biopharma Raises \$8 Million Ahead of				Ì		admissible under Rules 702/703.		İ
Trial Exh 1546	8/6/2024	1		Phase 2a Data Expected in Q4-2024		Rao; Robbins; Mostaghimi		Proof of Lilly's liability for breach	Not relevant; duplicative.	Relevant for background and Lilly's		
		1				, rocoms, stostagmid		of contract and breach of the		development of Rezpeg and comparable		İ
		1						implied covenant of good faith and fair dealing; proof of damages for		drugs; duplicative objection can be addressed at trial.		İ
Trial Exh 1547	8/20/2024			Taltz FDA Label, date: August 20, 2024		<u> </u>		tair dealing; proof of damages for Lilly's breaches		auuresseu at triat.		
											1	N. 1
		1						Relevant to Lilly's efforts,				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								expertise, and resources to				807). No unfair prejudice and balance favors admissibility (see Rules 401
		1						develop Rezpeg or other relevant drugs relevant under the License				403). The exhibit is relevant to CRE
Trial Exh 1548	0.01.0004	LLY02468630	LLY02468631		Ucenprubart BoD Minutes	1	Klekotka, Schmitz	Agreement standard.			(401/402); MIL	(see Rules 401, 402). MIL is opposed.

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description			Relevant to Lilly's efforts.				
								expertise, and resources to				
								develop Rezpeg or other relevant drugs relevant under the License				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								Agreement standard;				807). No unfair prejudice and balance
								Rebut and defend against Nektar's claim that Lilly failed to use				favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut
							Krueger, Klekotka, Schmitz,	commercially reasonable efforts to			Hearsay (802); 403; Relevance	Nektar claims and to CRE (see Rules
Trial Exh 1549	8/21/2024	4 LLY02468632 Nektar00001316536	LLY02468655 Nektar00001316536		Ucenprubart Board of Directors Meeting Deck	Ruddock; Rao	Nirula	develop Rezpeg. Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible	(401/402); MIL	401, 402). MIL is opposed.
								of contract and the implied covenant of good faith and fair	knowledge; subject to MIL.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803;		
								dealing: proof of damages caused		admissible under Rules 702/703:		
				LifeSci Consulting - Rezpeg: Atopic Dermatitis Commercial				by Lilly's breaches		foundation and knowledge will be established at trial; not subject to MIL;		
Trial Exh 1551	9/1/2024	4		Opportunity Assessment						Nektar opposes MIL.		
						Nirula; Skovrosnky; Jonsson; Ashrafzadeh; Schmitz;		Proof of Lilly's liability for breach of contract and the implied	Subject to MIL; not relevant.	Not subject to MIL; Nektar opposes MIL; relevant to Lilly's CRE obligation and		
						Manner, Murray; Ramseyer;		covenant of good faith and fair		development of Rezpeg and comparator		
Trial Exh 1552	9/1/2024			Lebrikizumab FDA Label		Pfeifer; Robbins; Mostaghimi; Rao		dealing; proof of damages caused by Lilly's breaches		drugs.		
THE LOCAL TOPA	2/1/2029	Nektar00001229215	Nektar00001229362	ELOTRICAL PARTIES OF THE PARTIES OF		Mostaghimi		Proof of Lilly's liability for breach	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible		
								of contract and breach of the implied covenant of good faith and		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; not		
								fair dealing		admissible under Rules 702/703; not		
Trial Exh 1554	9/6/2024	4		NEK2335805 Medidata Rave eCRF Completion Guidelines						subject to MIL; Nektar opposes MIL.		
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Nektar00001086567	Nektar00001086568			Zalevsky; Kotzin; Ruddock;		Proof of Lilly's liability for breach	Hearsay; subject to MIL; not relevant	Not hearsay under Rule 801; admissible		
						Tagliaferri; Fanton; Robbins; Mostaghimi		of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803;		
		1						dealing; proof of damages for		admissible under Rules 702/703; not		
		1						Lilly's breaches		subject to MIL; Nektar opposes MIL; relevant to Lilly's CRE obligation and		
	0/			Email from Jonathan Zalevsky to Katie Caygill Knapp, Tagliaferri,						development of Rezpeg; relevant to		
Trial Exh 1555	9/13/2024	4	1	and others re: RE: Lupus Network Meeting on 23Sep2024				Rebut and defend against Nektar's claim that Lilly failed to use		samming Ch.	1	
								claim that Lilly failed to use				
								commercially reasonable efforts to develop Rezpeg; Cross				The exhibit is relevant to rebut Nektar
Trial Exh 1556	0/12/2024	4 Nektar00001148845	N. I		Rezolve AD Investigator Meeting Protocol 23-358-05		Mostaghimi, Krueger, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
Iriai Exn 1536	9/13/2024	Nektar000001148845	Nektar000001148926 Nektar00000962435		Rezoive AD investigator Meeting Protocol 23-338-05	Zalevsky; Robin; Ruddock;	Zalevsky	Proof of Lilly's liability for breach	Hearsay at Nektar00000962233 to	Not hearsay under Rule 801; admissible	Relevance (401/402)	witness (see Rules 401, 402).
						Robin; Mostaghimi		of contract and the implied covenant of good faith and fair	Nektar00000962239; subject to MIL.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803.		
Trial Exh 1557	9/18/2024	4		Nektar Therapeutics Board of Directors Meeting				dealing				
		Nektar00000958138	Nektar00000958192			Krueger; Zalevsky; Robbins;		Proof of Lilly's liability for breach of contract and the implied	Not relevant.	Relevant to Lilly's CRE obligation and		
						Rao		covenant of good faith and fair		development of Rezpeg; relevant to damages.		
Trial Exh 1559	9/23/2024			PowerPoint titled Lupus Therapeutics & Nektar Data Review				dealing; proof of damages for Lilly's breaches				
Iriai Exn 1559	9/23/2024	Nektar00001020118	Nektar00001020125	Meeting		Zalevsky; Kotzin; Ruddock;		Proof of Lilly's liability for breach	Hearsay; subject to MIL; not relevant.	Not hearsay under Rule 801; admissible		
						Tagliaferri; Fanton; Robbins; Mostaghimi		of contract and the implied covenant of good faith and fair		for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803;		
						Mostagnimi		dealing; proof of damages for		admissible under Rules 702/703; Nektar		
								Lilly's breaches		opposes MIL; relevant to Lillys CRE obligation and development of Rezpeg;		
										relevant to damages.		
Trial Exh 1560	9/23/2024	4 Note:::00001072244	Nektar00001073274	Nektar Therapeutics Data Review Advisory Board Meeting		Zalevsky: Kotzin: Ruddock:		Proof of Lilly's liability for breach	Hearsay; subject to MIL; not relevant.	Not hearsay under Rule 801; admissible		
		Nekta100001073244	(Vekta100001073274			Tagliaferri; Fanton; Robbins;		of contract and the implied	ricansay, subject to Mil., not resevant.	for non-hearsay purpose and/or subject to		
						Mostaghimi		covenant of good faith and fair dealing; proof of damages for		hearsay exception under Rules 803/803; admissible under Rules 702/703; Nektar		
								Lilly's breaches		opposes MIL; relevant to Lillys CRE obligation and development of Rezpeg;		
				Email from Taylor Irons to Jonathan Zalevsky re: Re:						obligation and development of Rezpeg; relevant to damages.		
Trial Exh 1561	10/17/2024	4		[EXTERNAL] re: [EXTERNAL] re: Follow-Up Discussion								
								Relevant to Lilly's efforts, expertise, and resources to				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804,
								develop Rezpeg or other relevant				807) Foundation/personal knowledge
								drugs relevant under the License				will be established at trial (see Rule 602). No unfair prejudice and balance
								Agreement standard; Rebut and defend against Nektar's			Hearsay (802);	favors admissibility (see Rules 401
								claim that Lilly failed to use commercially reasonable efforts to			Foundation/Personal Knowledge (104/602); 403;	403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules
Trial Exh 1562	10/18/2024	4 LLY02448631	LLY02448631		Requested PAG Probabilities		Murray, Klekotka	develop Rezpeg.			Relevance (401/402)	401, 402).
		1						Rebut and defend against Nektar's claim that Lilly failed to use				Foundation/personal knowledge will be
		1						commercially reasonable efforts to develop Rezpeg; cross			Lack of Foundation/Personal	established at trial (see Rule 602). The exhibit is relevant to Lilly defenses and
		1			Email from Modi re 358-05: ISR re-assessment metrics as of			examination of the named Nektar			Knowledge (104/602);	to rebut Nektar claims. (see Rules 401,
Trial Exh 1564	11/8/2024	4 Nektar00001017922	Nektar00001017923	1	08Nov2O24	Zon	Other Nektar Witness	witness(es). Proof of Lilly's liability for breach	No authentication; no foundation / personal	Authentication foundation and	Relevance (401/402)	402).
		1						of contract and the implied	knowledge; probative value outweighed by	knowledge will be established at trial;		
Trial Exh 1565	11/14/2024	4		EASI Calculator Table				covenant of good faith and fair dealing	unfair prejudice / confusing the jury (403).	highly probative and Rule 403 balance favors admissibility.		
1,000		1				Klekotka		Background	Not relevant; no foundation / personal	Relevant background for corporate		
		1							knowledge; not admissible.	testimony; foundation and knowledge will be established at trial; "not admissible" is	'	
Trial Exh 1566	11/27/2024	4	1	Nektar Amended 30b6 Notice						not an objection.		
		1				David Kutoloski		Background	Not relevant; no foundation / personal knowledge; not admissible.	Relevant background for corporate testimony; foundation and knowledge will		
Trial Exh 1567	11/27/2024	.[Nektar 30(b)(6) Deposition Notice_						be established at trial; "not admissible" is not an objection.		
inai Exh 156/	11/21/2024	*		Nextar 30(0)(0) Deposition Notice_		Ramseyer		Background	Not relevant; no foundation / personal	not an objection. Relevant background for corporate testimony; foundation and knowledge will		
		1						Ì	knowledge; not admissible.	testimony; foundation and knowledge will be established at trial: "not admissible" is	1	
Trial Exh 1568	11/27/2024	4	<u> </u>	Nektar 30(b)(6) Deposition Notice		<u> </u>		<u> </u>		be established at trial; "not admissible" is not an objection.	<u> </u>	<u> </u>
								Relevant to Lilly's efforts,				
		1						expertise, and resources to develop Rezpeg or other relevant				Foundation/personal knowledge will be
		1						drugs relevant under the License				established at trial (see Rule 602). No
		1						Agreement standard; Rebut and defend against Nektar's				unfair prejudice and balance favors admissibility (see Rules 401, 403). The
		1			ClinicalTrials.gov, Master Protocol of Multiple Interventions for			claim that Lilly failed to use			Foundation/Personal	exhibit is relevant to rebut Nektar
Trial Exh 1569	12/3/2024	4 N/A			the Treatment of Adults with Moderate-to-Severe Atopic Dermatitis		Krueger, Klekotka, Schmitz, Skovronsky	commercially reasonable efforts to develop Rezpeg.			Knowledge (104/602); 403; Relevance (401/402); MIL	claims and to CRE (see Rules 401, 402). MIL is opposed.
								Rebut and defend against Nektar's				
		1						claim that Lilly failed to use commercially reasonable efforts to				
		1						develop Rezpeg; cross				The exhibit is relevant to rebut Nektar
Trial Exh 1570	12/13/2024	4 Nektar00000964590	Nektar00000964756		Nektar Board of Directors' Meeting Agenda		Robin, Ruddock, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).

Ex. No.	1	Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description			Rebut and defend against Nektar'				, , ,
								claim that Lilly failed to use commercially reasonable efforts to				
								develop Rezpeg; Cross				The exhibit is relevant to rebut Nektar
Trial Exh 1571	12/16/2024	Nektar00001202262	Nektar00001202262		Findings - Figure 1.6 Finding Details		Mostaghimi, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402)	claims and to cross examine Nektar witness (see Rules 401, 402).
												The exhibit is relevant to Lilly defenses rebutting Nektar claims, witness
												credibility and cross-examination of named Nektar witnesses (see Rules 401
								Cross examination of the named Nektar witness(es): Relevant to			Relevance (401/402); Foundation/Personal	402). Foundation/personal knowledge will be established at trial (see Rule
Trial Exh 1572	12/18/2024	N/A	N/A		Nektar Therapeutics' Privilege Log		Ruddock, Zalevsky	Nektar witness(es); Relevant to adverse inference instruction."			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule 602).
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contrac				Not hearsay (Rule 801) and/or hearsay
								claims; Rebut and defend against Nektar's claim that Lilly failed to			Hearsay (802);	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
L	12/18/2024	L						use commercially reasonable			Foundation/Personal	will be established at trial (see Rule
Trial Exh 1573	12/18/2024	N/A	N/A		Klekotka Ex. 164 (30(b)(6) binder)	Rao; Ruddock	Klekotka		Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible	Knowledge (104/602)	002).
								of contract and the implied covenant of good faith and fair	knowledge; subject to MIL.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803;		
								dealing; proof of damages caused by Lilly's breaches		admissible under Rules 702/703; foundation and knowledge will be		
Trial Exh 1576	1/1/2025			PowerPoint titled LifeSci Consulting, REZPEG Atopic Dermatitis Commercial Opportunity Assessment, January 2025						established at trial; not subject to MIL; Nektar opposes MIL.		
Hair Exil 1370	1/1/2023	Nektar00001316534	Nektar00001316534	Commercial Opportunity Assessment, January 2023		Zalevsky; Kotzin; Ruddock; Taeliaferri: Fanton: Sasaki:		Proof of Lilly's liability for breach of contract and the implied	Hearsay; no foundation / personal	Not hearsay under Rule 801; admissible		
						Rao		covenant of good faith and fair	knowledge.	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803;		
								dealing; proof of damages caused by Lilly's breaches		admissible under Rules 702/703; foundation and knowledge will be		
Trial Exh 1578	1/14/2025			Spreadsheet titled Nektar REZPEG Model 1.14.25 updated.xlsx		Nirula; Skowosnky; Jonsson;		Proof of Lilly's liability for breach	Not relevant as to certain responses; subject	established at trial. Relevant to Lilly's CRE obligation and		
						Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair	to MIL.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
mm						Pfeifer Murray, Ramseyer;		dealing; proof of damages caused		MIL.		
Trial Exh 1580	1/24/2025	-		Lilly's Responses to RFA Set 3		Nirula; Skovrosnky; Jonsson;		by Lilly's breaches Proof of Lilly's liability for breach	Not relevant as to certain responses; subject	Relevant to Lilly's CRE obligation and		
						Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer;		of contract and the implied covenant of good faith and fair	to MIL.	development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes		
Trial Exh 1581	1/24/2025			Lilly's Responses to ROG Set 4		Pfeifer		dealing; proof of damages caused by Lilly's breaches		MIL.		
						Skovrosnky; Jonsson; Manner, Other Lilly Witness		Proof of Lilly's liability for breach	Not relevant; no foundation / personal knowledge; probative value outweighed by	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to		
						Other Early Witness		implied covenant of good faith an	l jury confusion (403).	damages and background; not prejudicial or confusing, and Rule 403 balance favors		
								fair dealing; background.		admissibility; foundation and knowledge		
Trial Exh 1582	1/24/2025	Nektar00001331900	Nektar00001331900	Lillys Third Amended Initial Disclosures		Ruddock; Sasaki; Rao		Proof of damages for Lilly's	Hearsay; no foundation / personal knowledge; no authentication.	will be established at trial. Not hearsay under Rule 801; admissible		
								breaches	knowledge; no authentication.	for non-hearsay purpose and/or subject to		
										hearsay exception under Rules 803/803; admissible under Rules 702/703; foundation and knowledge will be		
	2/6/2025			Spreadsheet titled 2025 Jan 2025_LT CASH MODEL_NKTR-						established at trial; Nektar will		
Trial Exh 1585	2/6/2025			358_DETAIL SUPPORT		Zalevsky; Robin; Ruddock;		Proof of Lilly's liability for breach	Hearsay; not relevant; probative value	authenticate at trial. Not hearsay under Rule 801; admissible		
						Kotzin; Robbins		of contract and breach of the implied covenant of good faith an	outweighed by unfair prejudice (403);	for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807;		
				Press Release titled Nektar Therapeutics Receives Fast Track Designation for Rezpegaldesleukin for the Treatment of Moderate-				fair dealing	-	relevant background; Rule 403 balance favors admissibility; Nektar opposes MIL.		
Trial Exh 1586	2/10/2025			to-Severe Atopic Dermatitis	Jonathan Silverberg et al., "Safety Profile of Rezpegaldesleukin, a			Rebut and defend against Nektar'		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		The exhibit is relevant to Lilly defenses
					Selective Regulatory T-Cell-Inducing Interleukin-2 Conjugate.			claim that Lilly failed to use				rebutting Nektar claims, and cross-
Trial Exh 1587	3/7/2025	N/A	N/A		versus Placebo Based on an Aggregate Safety Evaluation of 746 Subjects Enrolled Across 9 Studies,"		Krueger, Tagliaferri, Zalevsky. Yi, Liu	develop Rezpeg			Relevance (401/402)	examination of named Nektar witnesses (see Rules 401, 402).
						ICON (Rylance)		Background	Not relevant; no foundation / personal knowledge; not admissible.	Relevant background for corporate testimony; foundation and knowledge will		
Trial Exh 1588	3/31/2025			Amended Deposition Subpoena for Icon						be established at trial; "not admissible" is not an objection.		
						Zalevsky; Robin; Ruddock; Kotzin; Robbins		Proof of Lilly's liability for breach of contract and breach of the	Hearsay; not relevant; probative value outweighed by unfair prejudice (403).	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to		
						Robin, Robbins		implied covenant of good faith an fair dealing	i	hearsay exception under Rules 803/807; relevant background; Rule 403 balance		
Trial Exh 1592	7/30/2025			Press Release titled Rezpegaldesleukin gets fast track designation for alopecia				_		relevant background; Rule 40.3 balance favors admissibility.		
								Rebut and defend against Nektar' claim that Lilly failed to use	•			
								commercially reasonable efforts to develop Rezpeg; Cross	1			The exhibit is relevant to Lilly defenses rebutting Nektar claims, and cross-
Trial Exh 1593	8/8/2025	N/A	N/A		https://www.dermatologytimes.com/view/jonathan-zalevsky-phd-or rezpegaldesleukin-s-biologic-approach-to-alopecia-areata	•	Zalevsky	examination of Named Nektar witnesses			Relevance (401/402)	examination of named Nektar witnesses (see Rules 401, 402).
						Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied	Not relevant; subject to MIL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator	(100.00)	, , , , , , , , , , , , , , , , , , , ,
								covenant of good faith and fair		drugs; not subject to MIL; Nektar opposes		
								dealing		MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or		
Trial Exh 1594	9/4/2025			clinicaltrials.gov/lebrikizumab_eczema_trials						subject to hearsay exception under Rules 803/807.		
						Skovrosnky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403);	Relevant background, character, and rebuttal/impeachment evidence;		
								implied covenant of good faith an fair dealing	and inadmissible under 404. This is a court document regarding a civil False Claims Act	foundation will be established at trial;		
								ian ocaning	judgment and appeal in unrelated litigation,	inadmissible under Rules 404 and/or 609.		
									which has no "tendency" to make any material fact in this case "more or less	See Rubalcava v. City of San Jose , 2024 WL 2031641, at *5 (N.D. Cal. May 6,		
									probable," introduces significant "danger of confusing the issues, wasting time, and	exclude prior had acts evidence, and		
									misleading the jury" that substantially outweighs any probative value, and it is	allowing objections to be made to such evidence at trial depending on use).		
									impermissible character evidence that does not prove "motive, opportunity, intent,	,		
									preparation, plan, knowledge, identity, or absence of mistake or accident "Bulletin			
									absence of mistake or accident." Bulletin Displays, LLC v. Regency Outdoor Advert., Inc. 2011 WL 7710202 at \$1 (C.D. Cal.			
									Nov. 10, 2011); Seals v. Mitchell , 2011 WL			
				Case No. 23-2134; United States Court of Appeals for 7th Circuit;					1399245, at *5 (N.D. Cal. Apr. 13, 2011).			
Trial Exh 1597	9/11/2025			Case No. 23-2134; United States Court of Appeals for 7th Circuit; Streck v Lilly - 7th Circuit Opinion			1		1	İ	1	

Ex. No.		Begin Bates	End Bates			Nektar Sponsoring Witness	Lilly Sponsorine Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
	Date			Nektar Title/ Description	Lily Title/Description		, opinioning reminds					,p
	1					Skovrosnky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403);	Relevant background, character, and rebuttal/impeachment evidence;		
						Liny witness		implied covenant of good faith and	and inadmissible under 404. This is a court	foundation will be established at trial;		
								fair dealing	document regarding a civil False Claims Act	Rule 403 balance favors admissibility: not		
1	1					1		_	judgment and appeal in unrelated litigation,	inadmissible under Rules 404 and/or 609.		
									which has no "tendency" to make any	See Rubalcava v. City of San Jose , 2024		
									material fact in this case "more or less probable," introduces significant "danger of	WL 2031641, at *5 (N.D. Cal. May 6, 2024) (denying motion in limine to		
									probable," introduces significant "danger of confusing the issues, wasting time, and	2024) (denying motion in limine to exclude prior bad acts evidence, and		
									misleading the jury" that substantially	allowing objections to be made to such		
									outweighs any probative value, and it is	evidence at trial depending on use).		
									impermissible character evidence that does			
									not prove "motive, opportunity, intent,			
									preparation, plan, knowledge, identity, or absence of mistake or accident." Bulletin			
									Displays, LLC v. Regency Outdoor Advert.,			
									Inc., 2011 WL 7710202, at *1 (C.D. Cal.			
									Nov. 10, 2011); Seals v. Mitchell , 2011 WL			
									1399245, at *5 (N.D. Cal. Apr. 13, 2011).			
				Case No. 23-2134; United States Court of Appeals for 7th Circuit;								
Trial Exh 1598	9/11/2025	5		Streck v Lilly - 7th Circuit Order								The exhibit is relevant to Lilly defenses
								Rebut and defend against Nektar's claim that Lilly failed to use				The exhibit is relevant to Lilly detense rebutting Nektar claims, and cross-
					https://www.nektar.com/wp-content/uploads/2025/09/EADV-		Zalevsky, Yu, Liu, Fanton,	commercially reasonable efforts to				examination of named Nektar witnesse
Trial Exh 1599	9/18/2025	5 N/A	N/A		2025_Silverberg-et-al_Rezpegaldesleukin_REZOLVE-AD.pdf		Kotzin, Tagliaferri	develop Rezpeg			Relevance (401/402)	(see Rules 401, 402).
								Rebut and defend against Nektar's				
								claim that Lilly failed to use				
	1							commercially reasonable efforts to				
	1							develop Rezpeg; Cross examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 1600	2/XX/2023	Nektar00000526960	Nektar00000526960		Nektar Rezpeg SLE & AtD Market Research Final Report		Zalevsky	witness(es).			Incomplete (106)	completion or Exhibit is complete
					,		•	Rebut and defend against Nektar's				
	1							claim that Lilly failed to use			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay
Trial Exh 1601	3/XX/2021	LLY02115551	LLY02115607		Lilly Immunology Disease Strategy Systemic Lupus Erythematosus		Manage	commercially reasonable efforts to				exception applies (see Rules 803, 804,
rnai Exh 1601	3/AX/2021	14.102115551	11.10211560/		singes	 	митау	develop Rezpeg. Rebut and defend against Nektar's				807).
								Rebut and detend against Nektar's claim that Lilly failed to use				
								commercially reasonable efforts to				Exhibit has been supplemented for
	1					1		develop Rezpeg; cross			Foundation/Personal	completion or Exhibit is complete.
W. C. L. W. L. L. C. C.	20000	N. I	N. 1				n	examination of the named Nektar			Knowledge (104/602);	Foundation/personal knowledge will be
Trial Exh 1602	3/XX/2023	Nektar00000100411	nektar00000100451		March 2023 Market Research		Ruddock, Robin, Zalevsky	witness(es).			Incomplete (106)	established at trial (see Rule 602).
												Not hearsay (Rule 801) and/or hearsay
	1											exception applies (see Rules 803, 804,
	1											807) Exhibit has been supplemented
	1							Relevant to Lilly's efforts,				for completion or Exhibit is complete.
								expertise, and resources to develop Rezpeg or other relevant			Hearsay (802); Incomplete (106); Foundation/Personal	Foundation/personal knowledge will be established at trial (see Rule 602). The
								drugs relevant under the License			Knowledge (104/602);	aybibit is relevant to CRE (see Pules
Trial Exh 1603	N/A	LLY02082165	LLY02082174	<u> </u>	Taltz Probablity Assessment Document (PAD)	I	Krueger, Skovronsky, Nirula	Agreement standard.			Relevance (401/402); MIL	401, 402). MIL is opposed.
	1											Not hearsay (Rule 801) and/or hearsay
												exception applies (see Rules 803, 804, 807). Exhibit has been supplemented
								Relevant to Lilly's efforts,				for completion or Exhibit is complete.
	1							expertise, and resources to			Hearsay (802); Incomplete	Foundation/personal knowledge will be
								develop Rezpeg or other relevant			(106); Foundation/Personal	established at trial (see Rule 602). The
Trial Exh 1604	NI/A	LLY02082185	LLY02082187		Contrarian Perspective on Taltz Hidradenitis Suppurativa Commercial Decision		Sharanaha V	drugs relevant under the License			Knowledge (104/602); Relevance (401/402); MIL	exhibit is relevant to CRE (see Rules 401, 402). MIL is opposed.
11mi EXB 1004	IVA	14.102082183	14.102082187		Commercial Decision		SKOVIOISKY, Krueger	Agreement standard. Rebut and defend against Nektar's			Resentance (401/402); MIL	401, 402). MIL Is opposed.
	1					1		claim that Lilly failed to use				
								commercially reasonable efforts to				
	1					1		develop Rezpeg; cross				Not hearsay (Rule 801) and/or hearsay
Trial Exh 1605	N/A	Nektar00000468904	Naktar00000468000		Initial Scope of Work #9		Huckstep	examination of the named Nektar witness(es).			Hearsay (802)	exception applies (see Rules 803, 804, 807)
THE EAST 1000	.473	. scatation/00408904	A SERVICE AND A	1	minim Scope Of WOLK 27		тискиер	wastebb(th).			senially (004)	party.
								Relevant to collaboration				
1	1					1		development decisions to defend				
								against Nektar's breach of contract				
	1					1		claims; Rebut and defend against				
								Nektar's claim that Lilly failed to use commercially reasonable				
	1							efforts to develop Rezpeg: Cross				
	1							examination of the named Nektar				Exhibit has been supplemented for
Trial Exh 1606	N/A	Nektar00000635996	Nektar00000636143		Protocol J1 P-MC-KFAE		Kotzin	witness(es).			Incomplete (106)	completion or Exhibit is complete.
	1					1		Rebut and defend against Nektar's claim that Lilly failed to use				Exhibit has been supplemented for
	1							claim that Lilly failed to use commercially reasonable efforts to				Exhibit has been supplemented for completion or Exhibit is complete. The
								develop Rezpeg; cross				exhibit is relevant to Lilly defenses and
	1							examination of the named Nektar			Incomplete (106); Relevance	to rebut Nektar claims. (see Rules 401,
Trial Exh 1607	N/A	Nektar00000857258	Nektar00000857278		Prepared Remarks Nektar Draft Script		Ruddock	witness(es).			(401/402); MIL	402). MIL is opposed.
	1							Rebut and defend against Nektar's				
								claim that Lilly failed to use commercially reasonable efforts to				Exhibit has been supplemented for
	1							develop Rezpeg; cross			Incomplete (106); Lack of	completion or Exhibit is complete.
								examination of the named Nektar			Foundation/Personal	Foundation/personal knowledge will be
Trial Exh 1608	N/A	Nektar00000862990	Nektar00000862998		Questions for Nektar		Krueger, Other Nektar Witness	witness(es). Proof of Lilly's liability for breach			Knowledge (104/602)	established at trial (see Rule 602).
	1	LLY02435408	LLY02435474			Pfeifer		Proof of Lilly's liability for breach of contract and the implied	Not relevant; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg; not hearsay under		
								of contract and the implied covenant of good faith and fair		Rule 801: admissible for non-hearsay		
	1					1		dealing		purpose and/or subject to hearsay		
Trial Exh 1609	Undated			Lance Pfeifer's Journal				-		exception under Rules 803/807.		
		LLY02435304	LLY02435372			Huckstep			Not relevant to claims or objections;	Relevant to Lilly's CRE obligation and		
	1							of contract and the implied	hearsay.	development of Rezpeg; not hearsay under Rule 801; admissible for non-hearsay		
								covenant of good faith and fair dealing		Rule 801; admissible for non-hearsay purpose and/or subject to hearsay		
Trial Exh 1610	Undated			Jeremy Huckstep's Journal						exception under Rules 803/807,		
		LLY01323587	LLY01324143	,		Ramseyer			Not relevant; hearsay; no foundation /	Relevant to Lilly's CRE obligation and		
								of contract and the implied	personal knowledge.	development of Rezpeg; not hearsay under		
	1							covenant of good faith and fair		Rule 801; admissible for non-hearsay purpose and/or subject to hearsay		
								dealing		purpose and/or subject to hearsay exception under Rules 803/803;		
	1									foundation and knowledge will be		
Trial Exh 1611	Various			Kathryn Ramseyer Day Planner		1				established at trial.		

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/ Description	Lily Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
								Relevant to collaboration				
								development decisions to defend against Nektar's breach of contrac				
								claims: Rebut and defend against				The exhibit is relevant to rebut Nektar
								Nektar's claim that Lilly failed to use commercially reasonable				claims and to cross examine Nektar witness (see Rules 401, 402). MIL is
								efforts to develop Rezpeg; Cross				opposed. Exhibit has been
Trial Exh 1612	x/x/2022	Nektar00000299323	Nektar00000299325		2022 Achievements		Ruddock, Zalevsky	examination of the named Nektar witness(es).			Relevance (401/402); MIL; Incomplete (106)	supplemented for completion or Exhibit is complete.
								Relevant to Lilly's efforts,				
								expertise, and resources to develop Rezpeg or other relevant				
								drugs relevant under the License Agreement standard;				Not hearsay (Rule 801) and/or hearsay
								Rebut and defend against Nektar's claim that Lilly failed to use			Hearsay (802);	exception applies (see Rules 803, 804, 807). Foundation/personal knowledge
Trial Exh 1613		LLY02252647	LLY02252680		Immunology Strategy Overview slides		Nirula, Buthusiem	commercially reasonable efforts to			Foundation/Personal Knowledge (104/602)	will be established at trial (see Rule
Inai Exti 1613	AA/AA/2016	11.102232647	11.102252680		immunology Strategy Overview stides	Rao	Niruia, Butnusiem	develop Rezpeg. Proof of Lilly's liability for breach of contract and breach of the	Not relevant.	Relevant to damages.	Knowledge (104/602)	002).
								of contract and breach of the implied covenant of good faith and				
Trial Exh 1614				Gross Domestic Product: Implicit Price Deflator Index, https://www.fred.stlouisfed.org/series/GDPDEF				fair dealing; proof of damages for Lilly's breaches				
Hint Exit 1014				Sww.ned.snonsted.org/series/GDFDEF/		Rao		Proof of Lilly's liability for breach	Not relevant; subject to MIL.	Relevant to damages; not subject to MIL;		
								of contract and breach of the implied covenant of good faith and		Nektar opposes MIL.		
Trial Exh 1615				Mark Edwards, "Recent Trends in Effective Royalty Rates of Biopharma Alliances" Presentation				fair dealing; proof of damages for Lilly's breaches				
Tim Lan 1015						Rao		Proof of Lilly's liability for breach	Hearsay; no foundation / personal	Relevant to damages; foundation will be		
				Lenos Trigeorgis, Francesco Baldi, Daniela Baglieri, Raffaele Oriani, "Value Share Appropriation and Payment Structure in Biotechnology Licensing Deals: A Real Options and Bargaining				of contract and breach of the implied covenant of good faith and	knowledge; not relevant.	established at trial; dmissible under Rules 702/703; not hearsay under Rule 801;		
				Analysis," European Financial Management Association Annual				fair dealing; proof of damages for Lilly's breaches		admissible for non-hearsay purpose and/or subject to hearsay exception under Rules	1	
Trial Exh 1616		LLY02445982	LLY02445982	Meetings, June 2020, at Table 1		n.11*-		Proof of Lilly's liability for breach	Not relevant; foundation.	803/807. Admissible under Rules 702/703; relevant		
		14.102443982	14.102445982			KOUDINS		of contract and breach of the	ivos resevant; roundation.	to Lilly's CRE obligation and development		
Trial Exh 1617				Table 14.2.2.2. Summary of Pharmacokinetic Parameters (PK Analysis Set)				implied covenant of good faith and fair dealing		of Rezpeg; foundation will be established at trial.		
THE PERSON AND PARTY								Relevant to Lilly's efforts,				
								expertise, and resources to develop Rezpeg or other relevant drugs under the License				
								Agreement standard: Rebut and				
					Torudokimub_IL-33_NCT03831191_A Study of LY3375880 in			defend against Nektar's claim that Lilly failed to use commercially				
					Adults With Moderate-to-Severe Atopic			reasonable efforts to develop				
Trial Exh 1618		N/A			Dermatitis_ClinicalTrials.gov		Klekotka	Rezpeg. Relevant to Lilly's efforts			Error, Exhibit not Provided	Exhibit has been supplemented.
								Relevant to Lilly's efforts, expertise, and resources to				
								develop Rezpeg or other relevant drugs under the License				
								Agreement standard; Rebut and defend against Nektar's claim that				
					CD200R_NCT05911841_A Study of LY3454738 in the Treatment of Adult Participants With Moderate-to-Severe Atopic			Lilly failed to use commercially reasonable efforts to develop				
Trial Exh 1619		N/A			Dermatitis_ClinicalTrials.gov		Klekotka	Rezpeg.			Error, Exhibit not Provided	Exhibit has been supplemented.
								Rebut and defend against Nektar's claim that Lilly failed to use				Exhibit has been supplemented for completion or Exhibit is complete. The
								commercially reasonable efforts to develop Rezpeg; Cross				exhibit is relevant to Lilly defenses, to rebut Nektar claims, to witness
Trial Exh 1620		Nektar00001389396	Nektar00001389481		NKTR Q&A Document		Ruddock, Zalevsky	examination of the named Nektar witness(es).			Incomplete (106); Relevance (401/402); MIL	credibility, and to CRE (see Rules 401, 402). MIL is opposed.
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